

## CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN

## AGENDA FOR SPECIAL CITY COUNCIL WORK SESSION

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

APRIL 14, 2025 7:00 PM

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PRESENTATIONS

A. 2025 DPS Millage Proposal

Ashley Latsch, City Manager

4. ADJOURNMENT

# Attachment A

#### **CITY OF GRAND HAVEN**

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

**TO**: Mayor, and City Council

**CC**: Nichole Hudson, Director of Public Safety

Emily Greene, Finance Director

FROM: Ashley Latsch, City Manager

**DATE**: 4/9/25

**SUBJECT**: Department of Public Safety Millage



The Grand Haven Department of Public Safety (GHDPS) plays a pivotal role in safeguarding the well-being of our community. Being a Public Safety model, all of our Officers are trained in law enforcement, fire services, and emergency medical response. Together, these disciplines work cohesively to fulfill our mission: to protect the community and enhance the quality of life for all residents and visitors. By emphasizing prevention, responsiveness, and community engagement, the Department of Public Safety remains dedicated to ensuring a safe, resilient, and thriving environment for Grand Haven.

In our ongoing commitment to effectively fulfill the Department's mission, it has become evident that the current budget is insufficient to support the critical needs for equipment, facility improvements, and adequate staffing.

#### **Facility and Equipment Inadequacy**

The current facility that houses the Department is inadequate. Over time, facility needs have not been addressed leading to instances of mold, water damage, cracking foundation, cement falling from the soffit, asbestos in the tiles, lack of ventilation in the firearm range, and overall impractical spaces that do not meet the functional needs of the Department.

Most pressing, the facility does not have a decontamination space. This poses a tremendous health concern for current officers and a hindrance for recruiting new officers. Decontamination space allows firefighters to thoroughly clean their turnout gear and personal protective equipment after exposure to hazardous substances at fire scenes, significantly reducing the risk of exposure to carcinogens and other harmful chemicals, ultimately improving firefighter health and safety.

Furthermore, the Department only has one set of turnout gear per employee. This only amplifies the issue of lacking an appropriate decontamination space, further putting our officers at a health risk. Because the City operates a Public Safety model versus a split department, GHDPS is ineligible for much of the federal funding as it exists today for turnout gear that surrounding departments are able to secure. Outside of turnout gear, the remainder of the firefighting equipment utilized by the Department lacks functionality or is expired.

Additionally, along with various other capital and equipment upgrades necessary, GHDPS is faced with the impending replacement of its over 20-year-old Aerial Ladder Truck, which is an asset to the entire region, at an anticipated cost of nearly \$3 million. This cost is insurmountable, even with the City responsibly contributing annually toward the Firetruck Replacement Fund.

#### **Staffing Shortfalls**

GHDPS is operating at minimal staffing levels. Recruitment and retention have become challenging with the evolving Public Safety landscape as call volume and complexity continue to increase. While call volume and demand has increased over time, GHDPS has not increased department size, as you will see below. Presently GHDPS has 5 open positions and is experiencing difficulty in recruiting certified officers for the roles. This has created a dynamic in which our Command team has been required to work the road rather than continue to build the capacity to execute a strategic vision for maintaining advancing the Department.

#### Staffing Level per Fiscal Year:

FY15-16		V 100	Land William	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
35.1	35.2	35.2	35.2	35.2	35.2	38	38	42	42

<sup>\*\*</sup> In FY21-22, the Building Department staff was added to DPS. Full time officer equivalent remained 35.2.

#### **Rising Demands**

As Grand Haven continues to experience population growth, development, and an aging demographic, the demands on the Department of Public Safety are rapidly increasing. Development pressure, combined with the needs of an aging community, present new challenges in ensuring safety and well-being for all residents. Additionally, the complexity of calls has escalated, particularly as mental health concerns become more prevalent in emergency responses. The department faces the growing need for specialized training, resources, and collaborative efforts to address these evolving needs, while continuing to provide essential services to the community. Adapting to these demands is crucial to maintaining a high level of Public Safety and ensuring the continued quality of life in Grand Haven.

In addition to the demographic and development pressures, GHDPS faces increasing operational demands as a small department in a community with over 100 special events each year. The Department is currently mandated in over 60 of those events evaluating applications, completing inspections, monitoring status, placing barricades, completing traffic control orders, and patrolling.

Other departmental services to the community include:

- Provides School Resource Officer services for eight schools within the City.
- Instructs all 8th-grade, 6th-grade, and 3rd-grade TEAM (Teaching, Educating, and Mentoring) programs.
- Facilitates educational events in the school system around water safety, internet awareness, fire prevention.
- Facilitates educational events in other institutions, such as assisted living facilities, educating on the topics of financial crimes and scams.
- Visits daycare centers and summer camps with Department equipment to educate about safety.

- Provides community CRASE training for citizen response to active shooter events, as well as hands-only CPR, AED, and fire extinguisher training.
- Participates in Pay it Forward and Future Prep'd programming at the schools throughout the year.
- Responds to mutual aid calls with Grand Haven Township and Spring Lake Township Fire Departments as well as Ottawa County Sheriff's Department.
- Oversees and operates the Building Department; which includes overseeing the rental registration programs.

Outside of all of the additional services provided, the Department must also train to maintain certification as instructors in the following specializations that directly benefit the community:

- Drug Recognition Expert
- CRASE Trainer
- Control Tactics
- Taser Trainer
- SAGE Less Lethal Training
- Crisis Intervention
- De-escalation Trainer
- CPR/AED Training
- Water Rescue
- Ice Rescue
- PBT Calibrator
- Accident Reconstructionist Trainer
- Forensic Interviewer
- Firearms Instructor
- OC Instructor
- Baton Instructor
- Door Breach Instructor
- Designated Marksman
- IC for Medical Credits
- Field Training
- Reality Based Instructor
- Simulation Instructor
- Fire Investigator
- Fire Inspector

#### **Budget Limitations**

The Grand Haven Department of Public Safety presently reflects 44% of the City's General Fund budget.

Research into municipalities throughout the State of Michigan reveals that GHDPS' operating costs are average in comparison, and often lower than that of split police/fire agencies.

Although the Department has experienced rising personnel costs due to the closure of the pension plan, GHDPS has maintained fiscal responsibility in staffing, training, and how capital projects are prioritized. Often the Department has successfully sought outside grants or fundraising to accomplish capital expenditures, without using General Fund dollars.

Overall, in the greater context of the General Fund, the City of Grand Haven has worked diligently to minimize budgetary expenditures and to creatively fund operations. However, the reality is that the City has significant looming financial obligations that leave day-to-day operations restricted.

The above referenced obligations cost the City millions of dollars each year. The constraints include, but are not limited to: nearly \$3 million annually in debt service payments, \$34 million in unfunded pension liability, and an anticipated \$40-\$80 million in Harbor Island Remediation costs.

These are greater commitments that the City is meeting and working to responsibly address for future generations. With that being said, these obligations limit the City's fiscal capacity and flexibility to meet the needs of the Public Safety Department given the critical needs highlighted earlier in this memo.

#### Recommendation

Given the growing demands on our Public Safety services and the identified critical needs—including essential equipment, facility improvements, and adequate staffing—I am recommending that the City pursue a ten-year millage proposal for voter consideration in the November 2025 election. The City's operating levy has remained largely unchanged for the past fifteen years, despite evolving service requirements and increased operational costs. A dedicated Public Safety millage would provide the necessary funding to maintain and enhance the high standard of service our community expects and deserves, while ensuring the long-term sustainability of these vital services.

Below you will find draft ballot language for consideration to help protect the health and safety of those who protect our health and safety.

#### **Department of Public Safety Millage Proposition**

Shall a new millage be levied by the City of Grand Haven, Ottawa County, Michigan, on all property assessed for taxes, at the amount of 2.0 mills (\$2.00 per \$1,000 of taxable value) for a period of ten (10) years (2026 through 2035, inclusive), for the purpose of funding police and fire services in the City's Department of Public Safety



#### CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN

#### **AGENDA FOR**

#### REGULAR COUNCIL MEETING

GRAND HAVEN CITY HALL\*
COUNCIL CHAMBERS
519 WASHINGTON AVE

MONDAY, APRIL 14, 2025 7:30 PM

- 1. MEETING CALLED TO ORDER
- 2. ROLL CALL
- 3. INVOCATION
  - A. Pastor Emmett Brown, Trinity Church.
- 4. PLEDGE OF ALLEGIANCE
- 5. REAPPOINTMENTS TO BOARDS & COMMISSIONS

**ATTACHMENT A** 

- A. Paul VandeVusse, Compensation Commission, term ending December 31, 2029.
- 6. NEW APPOINTMENTS TO BOARDS & COMMISSIONS

**ATTACHMENT B** 

- A. Cara Mazure, Human Relations Commission term ending June 30,2025.
- 7. APPROVAL OF CONSENT AND REGULAR AGENDA
- 8. CONTINUATION OF WORK SESSION (IF NEEDED)
- 9. 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.

#### 10. PRESENTATION

#### 11. CONSENT AGENDA

ATTACHMENT C

- A. Approve the Work Session and Regular Council meeting minutes for March 17, 2025, and Special Meeting for March 19, 2025.
- B. Approve the bill's memo in the amount of \$1,553,695.53.

- C. Award a service contract to Perma Green Tuff Turf of Byron Center, Michigan in the budgeted amount of \$49,749 annually.
- D. Approve the Administrative Services Agreement renewal between the City of Grand Haven and Loutit District Library to continue providing Human Resources and Financial Administrative services to Loutit District Library.

#### 12. UNFINISHED BUSINESS

#### 13. PUBLIC HEARING

#### 14. NEW BUSINESS

ATTACHMENT D

A. Consideration by City Council of a resolution to adopt the Northwest Ottawa Community Energy Plan, to be implemented at the direction of the City Manager.

Sustainability & Energy Commission recommends approval. Administration recommends approval.

B. Consideration by City Council of a resolution to revoke the Industrial Facilities Tax Exemption 2014-216, located at 1425 Aerial Drive, Grand Haven, MI 49417, held by West Michigan Molding Inc., due to the company no longer owning and operating the facility.

Administration recommends approval.

C. Consideration by City Council of a resolution to approve the collective bargaining agreements between the City of Grand Haven and POLC-Command, POLC-Patrol, and SEIU, covering the period of July 1, 2025 through June 31, 2028 and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

D. Consideration by City Council of a resolution to approve a Memorandum of Understanding between Ottawa County, the City of Ferrysburg, and City of Grand Haven for the city-owned open space between Ottawa Sands Park and the Kitchel Lindquist Hartger Dune Preserve and authorize the Mayor and City Clerk to execute the necessary documents.

Parks and Recreation Board recommends approval. Administration recommends approval.

E. Consideration by City Council of a resolution to amend Lakeshore Pickleball Club's Special Event Request for their August 14<sup>th</sup> pickleball tournament to include use of Lynne Sherwood Waterfront Stadium for pickleball demonstrations, live music, a food truck, and alcohol sales with profits going to Homeless Prevention Partners.

Administration recommends approval.

#### 15. CORRESPONDENCE & BOARD MEETING MINUTES ATTACHMENT E

- A. Airport Board Meetings Minutes of January 28, 2025, and February 5, 2025
- B. Board of Light and Power February 27, 2025
- C. Board of Review Meeting Minutes of March 4, 2025, March 17, 2025, March 18, 2025, March 19, 2025
- D. Main Street Downtown Development Authority January 9, 2025 and February 13, 2025
- E. Musical Fountain Committee December 11, 2024
- F. Parks and Recreation Board Meeting Minutes of February 5, 2025
- G. Sustainability and Energy Commission January 9, 2025, and February 13, 2025

#### 16. REPORT BY CITY COUNCIL

#### 17. REPORT BY CITY MANAGER

#### 18. 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.

#### 19. ADJOURNMENT

# Attachment A

#### City of Grand Haven Application for Consideration for Appointment to Citizen Boards and Commissions

(Applications are kept on file for one year from date of completion)

Name PAUL VANDE VUSE Date 4/2/2025
Address
Telephone (Home)(Cell)(Work)
E-Mail Address
I wish to be considered forappointment orreappointment to the following Citizen Board(s) or Commission(s). (If selecting more than one board/commission, indicate order of preference "1" being first choice.)
Airport Board Historic Conservation District
Audit Review Committee Human Relations Commission
Board of ReviewLoutit District Library Board
Cemetery BoardMain Street DDA
Community Center Board Musical Fountain Committee
Compensation Commission Parks & Recreation Board
Construction Board of Appeals Planning Commission
Duncan Park Commission Zoning Board of Appeals
Economic Develop. Corp. & Brownfield Redevelopment Other:
Harbor Board
Are you over 21 years of age?
Are you a resident of Grand Haven?YesNo
Are you a registered voter in the City of Grand Haven?YesNo
Educational Qualifications: BACHOLAR OF ARTI - ACCOUNTING (1975)
NAMEROUS CIASSES IN AJANAGEMENT
Place of Employment:
Type of Work performed: MANAGEMENT & EXECUTIVE MANAGEMENT
Other experience that would assist you in performing the duties of a Board/Commission member:
FIRST AMBUNTER TO CONFENSATION COMMISSION 2623

Please return complete form to: City Clerk's Office: 519 Washington Avenue, Grand Haven, MI 49417

# Attachment B

# City of Grand Haven Application for Consideration for appointment to Citizen Boards and Commissions

(Applications are kept on file for one year from date of completion)

Name Cara Mazura	Date 3-14-2025
Address	, Grand Haven, 49417
Telephone (Home)(Cell)	Work)
E-Mail Address	
I wish to be considered forappointment or Board(s) or Commission(s). (If selecting more than preference "1" being first choice.)	
Airport Board	Harbor Board
Audit Review Committee	Historic Conservation District
Board of Review	Human Relations Commission
Brownfield Redevelopment & Economic Develop. (	CorpLoutit District Library Board
Cemetery Board	Main Street DDA
Community Center Board	Musical Fountain Committee
Compensation Commission	North Ottawa Community Hospital
Construction Board of Appeals	Parks & Recreation Board
Corridor Improvement Authority	Planning Commission
Duncan Park Commission	Zoning Board of Appeals
Environmental & Natural Resource Committee	Other
Are you over 21 years of age?	
Are you a resident of Grand Haven?	YesNo
Are you a registered voter in the City of Grand Haven?	
Educational Qualifications: MSW (2015), UNIV BSW (2014), Saginary Vally E	Versity of Michigan
Place of Employment: Ed & Naucy Krenenbi	ury anildren's Advocacy center
Type of Work performed: Provide child abus Child von & adults in Offawa Other experience that would assist you in performing the Luve augustus common	duties of a Board/Commission member:
	the Tunigrant Justice Totaly

Please return complete form to: City Clerk's Office: 519 Washington Avenue, Grand Haven, MI 49417

# Attachment C

#### CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN REGULAR CITY COUNCIL MEETING MONDAY, MARCH 17, 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, and Mayor Bob Monetza.

**Absent:** Mayor Pro-tem Kevin McLaughlin.

Others Present: City Manager Ashley Latsch, City Clerk Maria Boersma, Assistant City

Manager Dana Kollewehr, Finance Director Emily Greene, and Streets &

Utilities Manager Michael England.

#### INVOCATION/PLEDGE OF ALLEGIANCE

Pastor Mike Gafa, Covenant Life Church.

#### **APPOINTMENTS**

**25-051** Council Member **Fritz** moved, seconded by Council Member **Lowe** to appoint the following:

Meghan Allison, Community Center Board, term ending June 30, 2029. Steffi Thayer, Human Relations Commission, term ending June 30, 2025.

Roll Call Vote:

This motion carried unanimously.

#### APPROVAL OF CONSENT AND REGULAR AGENDAS

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

**25-052** Council Member **Lowe** moved, seconded by Council Member **Fritz** to amend the agenda by moving Consent Agenda Item D to New Business E.

Roll Call Vote:

This motion carried unanimously.

Council Member Lowe moved to have Consent Agenda Item F removed from the agenda, but the motion did not receive a second.

Regular City Council Meeting Minutes Monday, March 17, 2025 Page 2

**25-053** Council Member **Fritz** moved, seconded by Council Member **Lowe** to approve the agendas as amended.

Roll Call Vote:

This motion carried unanimously.

#### FIRST CALL TO AUDIENCE

Oliver Shampine, 540 D Ave: Announced he is running for City Council.

#### **PRESENTATION**

City Clerk Maria Boersma read the City of Grand Haven's Inclusivity Statement. Mayor Monetza shared the importance of the Inclusivity Statement.

Finance Director Emily Greene, with the assistance of City Manager Latsch, presented the first draft of the fiscal year 2025/2026 Capital Plan.

#### CONSENT AGENDA.

Approve the Work Session and Regular City Council Meeting Minutes of March 3, 2025.

Approve the bill's memo in the amount of \$3,143,149.87.

Approve a Notice of Award in the amount of \$480,621.60 to Reith-Riley Construction, 2100 Chicago Drive, Wyoming, MI, provided the City of Grand Haven receives federal funding to complete the 18/36 runway reconstruction project, authorizing the City Manager to execute the necessary documents.

Approve Change Order 002, for Task Order 002, Task 005 with HDR of Ann Arbor, MI for construction management services and reporting for the Coal Yard Closure project in the not to exceed amount of \$148,671, to be reimbursed by the Board of Light and Power.

Approve a resolution reaffirming the City of Grand Haven's Inclusivity Statement.

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

Roll Call Vote:

Ayes: Fritz, Monetza.

Nays: Lowe.

This motion failed.

#### **NEW BUSINESS**

Regular City Council Meeting Minutes Monday, March 17, 2025 Page 3

**25-054** Council Member **Fritz** moved, seconded by Council Member **Lowe** to a special event request to hold the 2025 Coast Guard Festival, to begin on Friday, July 25, 2025, through Saturday, August 2, 2025, as outlined in the attached memo.

Roll Call Vote:

This motion carried unanimously.

**25-055** Council Member **Lowe** moved, seconded by Council Member **Fritz** to award a contract to TK Elevator of Grand Rapids, MI, for the rehabilitation of the City Hall elevator in the budgeted amount of \$94,780.26.

Roll Call Vote:

This motion carried unanimously.

**25-056** Council Member **Fritz** moved, seconded by Council Member **Lowe** to award a contract to Lakeshore Property Services of Grand Haven, MI, for the Five Mile Hill Overlook improvements in the budgeted and not to exceed amount of \$42,623.

Roll Call Vote:

This motion carried unanimously.

**25-057** Council Member **Fritz** moved, seconded by Council Member **Lowe** to approve a new Good Friday Service event hosted by Lighthouse Ministries at Lynn Sherwood Waterfront Stadium on April 18<sup>th</sup>, 2025, from 6:00 p.m. until 8:30 p.m., waiving \$250.00 in rental fees per the Special Event Policy.

Roll Call Vote:

This motion carried unanimously.

**25-058** Council Member **Fritz** moved, seconded by Council Member **Lowe** to award a service contract for the Bicentennial Wall Project to Ryerson Brothers Excavating, of Muskegon, MI, in the budgeted amount of \$43,830.00 and authorize the Mayor and City Clerk to execute the necessary documents.

Roll Call Vote:

This motion carried unanimously.

#### REPORT BY CITY COUNCIL

Mayor Monetza shared information on a potential new housing project that was presented at the last Planning Commission meeting, shared updates on the strategic planning work being done by the MSDDA, and shared that he was able to do volunteer work on the Musical Fountain. Before

Regular City Council Meeting Minutes Monday, March 17, 2025 Page 4

the City Council Meeting, Council Members had the opportunity to tour Grand Haven Christian Schools and learn about their expansion project.

Council Member Fritz shared a desire to host a roundtable discussion with the manufacturers in the City to learn how the City can best support their needs.

#### CITY MANAGER REPORT

City Manager Latsch thanked everyone for their patience as the City works to hire and onboard new seasonal staff.

#### CALL TO AUDIENCE SECOND OPPORTUNITY

#### **ADJOURNMENT**

After hearing no further business, Mayor Monetza adjourned the meeting at 8:16 p.m.								
Robert Monetza, Mayor	Maria Boersma, City Clerk							

#### CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN SPECIAL CITY COUNCIL MEETING WEDNESDAY, MARCH 19, 2025

The Special Meeting of the Grand Haven City Council was called to order at 6:00 p.m. by Mayor Bob Monetza in the City Manager Conference Room of City Hall, 519 Washington Ave.

**Present:** Council Members Mike Fritz, Karen Lowe, and Mayor Bob Monetza.

**Absent:** Mayor Pro-tem Kevin McLaughlin.

**Others Present:** City Manager Ashley Latsch, City Clerk Maria Boersma, and Assistant City Manager Dana Kollewehr.

#### APPROVAL OF AGENDAS

**25-059** Council Member **Fritz** moved, seconded by Council Member **Lowe**, to approve the agendas as presented.

Roll Call Vote:

This motion carried unanimously.

#### CALL TO THE AUDIENCE

#### **CONSENT AGENDA**

**25-060** Approve the Work Session and Regular City Council Meeting Minutes of March 3, 2025.

**25-061** Approve the bill's memo in the amount of \$3,143,149.87.

Attachment A

**25-062** Approve a Notice of Award in the amount of \$480,621.60 to Reith-Riley Construction, 2100 Chicago Drive, Wyoming, MI, provided the City of Grand Haven receives federal funding to complete the 18/36 runway reconstruction project, authorizing the City Manager to execute the necessary documents.

**25-063** Approve Change Order 002, for Task Order 002, Task 005 with HDR of Ann Arbor, MI for construction management services and reporting for the Coal Yard Closure project in the not to exceed amount of \$148,671, to be reimbursed by the Board of Light and Power.

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

Roll Call Vote:

This motion carried unanimously.

Special City Council Meeting Minutes Wednesday, March 19, 2025 Page 2

#### CALL TO THE AUDIENCE

#### **ADJOURNMENT**

Mayor Monetza adjourned the meeting at 6:02 p.m.									
Robert Monetza, Mayor	Maria Boersma, City Clerk								

#### **Attachment A**

To: Ashley Latso	h, City Manager		
From: Emily Gree	ene, Finance Director		.50
CM Date:		3.17.25	E
RE: Bills From Pi	ayables Warrant		

NEW	From Payables Warrant		ACH		CREDIT CARD	
FUND NUMBER	FUND NAME	WARRANT 03.05.25	WARRANT 03.12.25	WARRANT 03.12.25	WARRANT 03.11.25	TOTALS
NOMBER	NAME	03.05.25	03.12.25	03.12.25	03.11.25	TOTALS
101	General Fund	\$30,217.80	\$58,674.86	\$44,932.30	\$11,249.94	\$145,074.90
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$0.00	\$1,892.81	\$5,918.36	\$683.19	\$8,494.36
203	Local Street Fund	\$0.00	\$789.27	\$1,978.01	\$683.17	\$3,450.45
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$0.00	\$0,00	\$0,00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$3,583.50	\$0.00	\$0.00	\$3,583.50
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$9,759.25	\$0.00	\$9,759.25
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
248 272	Main St Dist Dev	\$430.94	\$0.00	\$491.79	\$1,250.54	\$2,173.27
273	UTGO Inf Spec Rev Fund 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
276	LightHouse Maintenance Fund	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00
278		\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
310	Community Land Trust Assessment Bond Fund		\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	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
369 372	Building Auth Debt Fund UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$751,613.00	\$0.00	\$0.00	\$751,613.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$382,800.00	\$0.00	\$0.00	\$382,800.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$394,000.00	\$0.00	\$0.00	\$394,000.00
394	Downtown TIF Debt	\$0.00	\$59,804.27	\$0.00	\$0.00	\$59,804.27
401	Public Improvements Fund	\$0.00 \$0.00	\$318,339.85	\$0.00	\$0.00	\$318,339.85
402	Fire Truck Replacement Fund	\$0.00	\$17,040.00	\$70,821.83	\$0.00	\$87,861.83
403	Brownfield TIF Const	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$2,042.00	\$0.00	\$0.00	\$2,042.00
455	G/L TIF Construction Fund	\$0.00	\$2,042.00	\$0.00	\$0.00	\$2,042.00
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	\$222.03	\$0.00	\$845.43	\$1,067.46
509	Sewer Authority Operations	\$42,064,49	\$2,950.04	\$2,449.44	\$16.48	\$47,480.45
	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$88.56	\$4,370.35	\$584,033.70	\$0.00	\$588,492.61
	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$1,164.56	\$240.57	\$190.78	\$0.00	\$1,595.91
590	City Sewer Fund	\$931.04	\$4,038.99	\$22,159.64	\$183.00	\$27,312.67
591	City Water Fund	\$77.26	\$6,530.36	\$165,762.43	\$412.00	\$172,782.05
594	City Marina Fund	53,684,04	-\$12.23	\$649.91	\$955.37	\$5,277.09
597	City Boat Launch Fund	\$0.00	\$0.00	\$40.01	\$0.00	\$40.01
661	Motorpool Fund	\$9,641.82	\$108,357.33	\$10,614.98	\$490.81	\$129,104.94
677	Self Insurance Fund	\$0.00	\$0.00	\$12,807.27	\$0.00	\$12,807.27
678	OPEB/Retiree Benefits Fund	\$951.57	\$0.00	\$82,427.49	\$0.00	\$83,379.06
679	Health Benefit Fund	\$813.00	\$0.00	\$0.00	\$0.00	\$813.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$567.72	\$0.00	\$0.00	\$0.00	\$567.72
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	The state of the s	\$90,632.80	\$2,118,277.00	\$1,015,037.19	\$16,769.93	\$3,240,716.92

<sup>\$3,240,716.92</sup> Total Approved Bills \$97,567.05 Minus eligible bills for release without prior approval: including Utility, \$3,143,149.87 Retirement, Insurance, Health Benefit, and Tax Collection Funds

To: Ashley Latsch, City Manager From: Emily Greene, Finance Director

04.14.25

RE: Bills From Payables Warrant

FUND   FUND   WARRANT	NEW	Tom rayables warrant		ACH				ACH	CREDIT CARD	
15   Cemetery Fund	FUND			WARRANT				WARRANT	WARRANT	TOTALS
	101	General Fund	\$32,301.04	\$0.00	\$9,787.61	\$39,928.06	\$47,283.75	\$52,968.71	\$13,541.89	\$195,811.06
	151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition Fund	202	Major Street Fund	\$15,463.61	\$0.00	\$87.76	\$1,079.83	\$23,217.59	\$4,137.65	\$0.00	\$43,986.44
### Biff LSRRF TIF	203	Local Street Fund	\$14,754.05	\$0.00	\$87.75	\$636.95	\$845.24	\$1,624.16	\$20.00	\$17,968.15
248   Brownfield Redevelopment Fund   \$0.00	225	Land Acquisition Fund	\$0.00	\$0.00	\$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	\$0.00	\$0.00
246   Gurmunity   1	243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Add   All St.   She Rey Fund   S.   0.00	244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Main St. Dist. Dev   \$4,719.50   \$0.00   \$0.	245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UTGO Inf Spec Rev Fund	246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LTGO Bond Rev Fund	248	Main St Dist Dev	\$4,719.50	\$0.00	\$0.00	\$86.19	\$3,273.73	\$141.40	\$1,532.78	\$9,753.60
274   2015 UTGO Bond Rev	272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276   LightHouse Maintenance Fund	273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
278   Community Land Trust	274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Assessment Bond Fund	276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,390.00	\$0.00	\$3,390.00
Section   Destination   Section	278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SPS   Brownfield TIF Debt   S0.00	310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Section   Sect	351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Second Color   Seco	352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372   UTGO Inf Debt Fund	355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1737   276   Debt   So.00		Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015 UTGO Bond Debt Fund			\$0.00	\$0.00	\$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
Downtown TIF Debt			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A01   Public Improvements Fund   \$5,145.00   \$0.00   \$680.99   \$0.00   \$224,956.10   \$69,64.52   \$0.00   \$30.00   \$0			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
402   Fire Truck Replacement Fund		Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403   Brownfield TIF Const   \$0.00						\$0.00	\$224,956.10	\$69,604.52	\$0,00	\$300,396.61
Add   Downtown TIF Const.						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410 Harbor Island \$0.00							\$0.00	\$0.00		\$0.00
455         G/L TIF Construction Fund         \$0.00         \$0.0										\$0.00
456   UTGO Inf Construction Fund									2000	\$27,054.37
457         LTGO Bond Construction Fund         \$0.00         \$0			X 2232.3.							\$0.00
458   2015 UTGO Bond Inf Fund   \$0.00   \$0.0										\$0.00
Head   Building Auth. Fund   So.00			100				C3 15 C3 V C			\$0.00
Solid   North Ottawa Rec Authority   Solid										\$0.00
Sewer Authority Operations										\$0.00
509         Sewer Authority SL Force Mn         \$0.00         \$0										\$159.55
509 Sewer Authority Plant Mod         \$0.00 <t< td=""><td></td><td>그렇다 아이라면 그렇게 보다면 하나 가는 아이들이 얼마나 하는데 하고 있었다. 그 때 그 때 그리고 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하는데</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>\$74,077.60</td></t<>		그렇다 아이라면 그렇게 보다면 하나 가는 아이들이 얼마나 하는데 하고 있었다. 그 때 그 때 그리고 하는데								\$74,077.60
509 GH/SL SA-2013 Debt         \$0.00										\$0.00
509 GH/SL SA-SLPS/Force Main Debt         \$0.00			4,757,5%							\$0.00
509 GH/SL SA-Local Lift Station Debt         \$0.00		지역(4명) [2] 전 1명 전 경기 등 기업대 NY (기간 기업 :: : : : : : : : : : : : : : : : : :								\$0.00
509 GH/SL SA-2018 Plant Debt         \$0.00 <th< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>\$0.00</td></th<>										\$0.00
510         NOWS Operating         \$8,723.01         \$0.00         \$0.00         \$20,485.37         \$30,618.75         \$3,555.32         \$0.00         \$63,385           510         NOWS Plant Debt         \$0.00										\$0.00
510         NOWS Plant Debt         \$0.00										\$0.00
510 NOWS Replacement         \$0.00 </td <td></td>										
535         Housing Fund         \$0.00         \$10.03         \$0.00         \$10.03         \$0.00         \$10.03         \$0.00         \$10.03         \$0.00         \$10.03         \$0.00         \$10.03         \$0.00         \$10.03         \$10.										\$0.00
572         Chinook Pier Rental Fund         \$0.00         \$10.04.70         \$190.78         \$271.72         \$0.00         \$15,03         \$0.00         \$10.056.01         \$110,231.80         \$444.433         \$6,667.56         \$0.00         \$122,47         \$0.00         \$122,47         \$0.00         \$122,47         \$0.00         \$122,47         \$0.00         \$120,449.06         \$8,566.65         \$53,738.13         \$12,655.29         \$313.73         \$164,45         \$120,449.06         \$8,566.65         \$53,738.13         \$12,655.29         \$313.73         \$164,45         \$120,449.06         \$8,566.65         \$53,738.13         \$12,655.29         \$313.73         \$164,45         \$120,00         \$0.00         \$0.00         \$20.00         \$20.00         \$20.00         \$20.00         \$20.00         \$20.00         \$20.00         \$20.00         \$20										\$0.00
581         Airpark Fund         \$13,476.06         \$0.00         \$0.00         \$1,094,70         \$190.78         \$271.72         \$0.00         \$15,03           590         City Sewer Fund         \$4,075.08         \$0.00         \$1,056.01         \$110,231.80         \$444.33         \$6,667.56         \$0.00         \$122,47           591         City Water Fund         \$62,734.24         \$0.00         \$26,449.06         \$8,566.65         \$53,738.13         \$12,655.29         \$313.73         \$164,45           594         City Marina Fund         \$200.50         \$0.00         \$0.00         \$729.12         \$130.00         \$0.00         \$2,38           597         City Boat Launch Fund         \$0.00         \$0.00         \$0.00         \$1,327.00         \$729.12         \$130.00         \$0.00         \$2,38           679         City Boat Launch Fund         \$0.00         \$0.00         \$0.00         \$40.01         \$0.00         \$0.00         \$2,38           671         Motorpool Fund         \$120,963.33         \$0.00         \$24,745.75         \$2,966.55         \$4,703.39         \$192,232.56         \$126.07         \$345,73           677         Self Insurance Fund         \$0.00         \$0.00         \$72,747.25         \$0.00 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>\$0.00 \$0.00</td></t<>										\$0.00 \$0.00
590         City Sewer Fund         \$4,075.08         \$0.00         \$1,056.01         \$110,231.80         \$444.33         \$6,667.56         \$0.00         \$122,47           591         City Water Fund         \$62,734.24         \$0.00         \$26,449.06         \$8,566.65         \$53,738.13         \$12,655.29         \$313.73         \$164,45           594         City Marina Fund         \$200.50         \$0.00         \$0.00         \$729.12         \$130.00         \$0.00         \$2,38           597         City Boat Launch Fund         \$0.00         \$0.00         \$0.00         \$40.01         \$0.00         \$0.00         \$4           661         Motorpool Fund         \$120,963.33         \$0.00         \$24,745.75         \$2,966.55         \$4,703.39         \$192,232.56         \$126.07         \$345,73           678         OPEB/Retiree Benefits Fund         \$90.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$9.00           679         Health Benefit Fund         \$91.80         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$9.00           701         Trust & Agency Fund         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00										
591         City Water Fund         \$62,734.24         \$0.00         \$26,449.06         \$8,566.65         \$53,738.13         \$12,655.29         \$313.73         \$164,45           594         City Marina Fund         \$200.50         \$0.00         \$0.00         \$1,327.00         \$729.12         \$130.00         \$0.00         \$2,38           597         City Boat Launch Fund         \$0.00         \$0.00         \$0.00         \$40.01         \$0.00         \$0.00         \$4           661         Motorpool Fund         \$120,963.33         \$0.00         \$24,745.75         \$2,966.55         \$4,703.39         \$192,232.56         \$126.07         \$345,73           677         Self Insurance Fund         \$0.00         \$0.00         \$72,747.25         \$0.00         \$605.36         \$0.00         \$0.00         \$73,35           678         OPEB/Retiree Benefits Fund         \$91.80         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$9.00		A CONTRACTOR OF THE CONTRACTOR								
594         City Marina Fund         \$200.50         \$0.00         \$0.00         \$1,327.00         \$729.12         \$130.00         \$0.00         \$2,38           597         City Boat Launch Fund         \$0.00         \$0.00         \$0.00         \$40.01         \$0.00         \$0.00         \$4           661         Motorpool Fund         \$120,963.33         \$0.00         \$24,745.75         \$2,966.55         \$4,703.39         \$192,232.56         \$126.07         \$345,73           677         Self Insurance Fund         \$0.00         \$0.00         \$72,747.25         \$0.00         \$605.36         \$0.00         \$0.00         \$73,35           678         OPEB/Retiree Benefits Fund         \$951.57         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$9.50           679         Health Benefit Fund         \$91.80         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$9.00										
597         City Boat Launch Fund         \$0.00         \$0.00         \$0.00         \$0.00         \$40.01         \$0.00         \$0.00         \$461           661         Motorpool Fund         \$120,963.33         \$0.00         \$24,745.75         \$2,966.55         \$4,703.39         \$192,232.56         \$126.07         \$345,73           677         Self Insurance Fund         \$0.00         \$0.00         \$72,747.25         \$0.00         \$605.36         \$0.00         \$0.00         \$73,35           678         OPEB/Retiree Benefits Fund         \$951.57         \$0.00		ACT TO SELECT THE SELE								\$2,386.62
661         Motorpool Fund         \$120,963.33         \$0.00         \$24,745.75         \$2,966.55         \$4,703.39         \$192,232.56         \$126.07         \$345,73           677         Self Insurance Fund         \$0.00         \$0.00         \$72,747.25         \$0.00         \$605.36         \$0.00         \$0.00         \$73,35           678         OPEB/Retiree Benefits Fund         \$951.57         \$0.00 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>\$40.01</td></td<>										\$40.01
677         Self Insurance Fund         \$0.00         \$0.00         \$72,747.25         \$0.00         \$605.36         \$0.00         \$0.00         \$73,35           678         OPEB/Retiree Benefits Fund         \$951.57         \$0.00 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$345,737.65</td>										\$345,737.65
678         OPEB/Retiree Benefits Fund         \$951.57         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$95.00										\$73,352.61
679         Health Benefit Fund         \$91.80         \$0.00 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$951.57</td>										\$951.57
701         Trust & Agency Fund         \$0.00										\$91.80
703         Tax Collection Fund         \$65,056.86         \$28,133.44         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$93,15           704         Payroll Fund         \$0.00 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>\$0.00</td></t<>										\$0.00
704 Payroll Fund \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$										\$93,190.30
										\$0.00
\$350,107.29 \$28,133.44 \$137,292.71 \$213.041.74 \$417.000.02 \$384.209.83 \$17.304.50 \$1.553.68			\$356,107.29	\$28,133.44	\$137,292.71	\$213,641.74	\$417,006.02	\$384,209.83	\$17,304.50	\$1,553,695.53

<sup>\$1,553,695.53</sup> Total Approved Bills
\$167,586.28 Minus eligible bills for release without prior approval: including Utility,
\$1,386,109.25 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

FROM: Derek Lemke, Facilities and Grounds Manager

DATE: 4/1/2025

SUBJECT: 2025 Fertilization and Weed Control Contract

The Department of Public Works (DPW) solicited and opened bids for fertilization and weed control for the 2025 season. The City received three bids. After reviewing the bids, City Staff recommends that the City Council approve a contract with Perma Green Tuff Turf.

The bid tabulation is attached for review. Lakeshore Property Services submitted a bid that was calculated per application rather than for the entire season as requested in the RFP. This resulted in a significantly higher overall cost compared to the other bidders. Therefore, Lakeshore Property Services withdrew their bid.

City staff recommends that the 2025 fertilization and weed control service contract be awarded to Perma Green Tuff Turf. Their bid of \$46,749 was the lowest responsible bid received. The City has enjoyed a long-standing relationship with Perma Green Tuff Turf for many years. During this time, they have consistently met and exceeded the expectations of the City, demonstrating a commitment to quality service and effective results. We have received no complaints from the public regarding the current state of our fertilization and weed control programs, indicating that the current and past work has been satisfactory. Awarding this contract to Perma Green Tuff Turf will ensure the continued success of our program, leading to a more beautiful and well-maintained city for our residents and visitors.

Therefore, it is the recommendation of City staff that the Council approve a professional services contract with Perma Green Tuff Turf of Byron Center, Michigan, in the amount of \$49,749.00 annually for the fertilization and weed control program for the 2025 season and authorize the Mayor and City Clerk to execute the necessary documents

#### NOTICE TO BIDDERS

The City of Grand Haven, Michigan, will accept bids for Fertilization and Weed Control of City Parks, Municipal Grounds and Cemetery Land. The term of the contract will be for one year with up to two additional one year extensions, for a total of three years.

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, Attn: Ms. Maria Boersma, City Clerk, before 10 am local time, Wednesday, March 12, 2025, 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 "Bid for 2025 Annual Fertilization & Weed Control Program".

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 office, 1120 Jackson Street), or online from the City's Web site: <a href="https://www.grandhaven.org">www.grandhaven.org</a>.

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

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

#### **February 26, 2025**

#### 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.
- 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.

- 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,

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.

- 17. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** No oral interpretation will be made to any bidder as to the meaning of the bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Grand Haven. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the Clerk's office of the City of Grand Haven. In addition, copies will be kept on file at the City Clerk's office and posted on the City website. All bidders shall be bound by such interpretations whether or not received by the bidders.
- 18. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addenda issued in relation to this bid document will be on file in the Clerk's Office of the City of Grand Haven and posted on the City website. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available at the City Clerk's office and the City website.
- 19. **INSURANCE REQUIREMENTS:** The Contractor will secure and maintain insurance during the term of the contract from an insurance company authorized to do business in the State of Michigan that will protect contractors and subcontractors and the City from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract. The Contractor may not start work until evidence of all required insurance has been submitted and approved by the City. The contractor must cease work if any of the required insurance is canceled or expires. Three (3) copies of certificates of insurance shall be submitted to be approved by the City prior to the execution of the contract. The Certificate shall specifically name the City as an additional insured party. The certificates must contain the agreement of the insurance company notifying the City in writing ten (10) days prior to any cancellation or material alteration of the policy. The Contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the City. The limits of insurance shall not be less than the following:
  - A. Workers Compensation Insurance in the amount required by Michigan Law.
  - B. General Liability:

Bodily Injury and Property Damage combined:

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

C. Automobile Insurance for Vehicles:

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

**End of Instructions to Bidders Section** 

### MINIMUM SPECIFICATIONS FOR PARKS, MUNICIPAL GROUNDS AND CEMETERY FERTILIZING AND WEED CONTROL APPLICATIONS.

February 26, 2025

- 1. The contractor shall adhere to the City of Grand Haven policy regarding the use and application of pesticide products. The policy is included in this bid packet for your review.
- 2. All fertilizers and chemicals to be used shall be approved by the Manager of Public Works Department and may be applied in combination if effective results are not impaired by this type of distribution. **Product labels must be included with bid package.**
- 3. Application date, material amounts and types are as follows:

#### **Two Step Application Program**

- **Application 1-** April 18- May 16
  - O 2-0-1 NPK ratio granular fertilizer, 50 % slow release, derived from PCU or SCU, not stabilized nitrogen. Applied at 1 lb. N/1000 sq. ft. (ex. Knox 24-0-11 50% polyplus 2Fe) and blanket application of dithiopyr herbicide (ex. Dimensions) @ .35lbs/ acre or prodiamine herbicide (ex. Barricade) @ .5 lbs./ acre.

#### OR

 Granular combination product consisting of a 2-0-1 NPK ratio 30-50% slow release (PCU or SCU, not stabilized nitrogen) fertilizer with 10% dithiopyr or 20% prodiamine (ex. Knox 19-0-6 Dimension 0.10 Plus Fertilizer) @ lb. N/ 1000 sq.ft.

#### **AND**

- o Blanket application of three-way herbicide (ex. Trimec 992) @ 1.1 oz./ 1000 sq. ft.
- **Application 2-** July
  - 3-0-1 NPK ratio granular fertilizer, 75% slow release, derived from PCU or SCU, not stabilized nitrogen, @ lb. N./1000 sq. ft. (ex. Knox 32-0-10 75% polyplus 2Fe)

#### AND

o Blanket application of three-way herbicide (ex. Trimec 992) @ 1.1 oz./ 1000 sq. ft.

#### **Three Step Application Program**

#### • **Application 1-** April 18- May 16

2-0-1 NPK ratio granular fertilizer, 50 % slow release, derived from PCU or SCU, not stabilized nitrogen. Applied at 1 lb. N/1000 sq. ft. (ex. Knox 24-0-11 50% polyplus 2Fe) and blanket application of dithiopyr herbicide (ex. Dimensions) @ .35lbs/ acre or prodiamine herbicide (ex. Barricade) @ .5 lbs./ acre.

#### OR

o Granular combination product consisting of a 2-0-1 NPK ratio 30-50% slow release (PCU or SCU, not stabilized nitrogen) fertilizer with 10% dithiopyr or 20% prodiamine (ex. Knox 19-0-6 Dimension 0.10 Plus Fertilizer) @ lb. N/ 1000 sq.ft.

#### **AND**

- o Blanket application of three-way herbicide (ex. Trimec 992) @ 1.1 oz./ 1000 sq. ft.
- **Application 2** July
  - 3-0-1 NPK ratio granular fertilizer, 75% slow release, derived from PCU or SCU, not stabilized nitrogen, @ lb. N./1000 sq. ft. (ex. Knox 32-0-10 75% polyplus 2Fe)

#### **AND**

- Spot treatment of weeds with herbicide containing trichlophyr or clopyralid (ex T-Zone or Confront)
- **Application 3** Sept. 19- October 7
  - o 1-0-2 NPK ratio granular fertilizer@ .5 lb. *N/1* 000 sq. ft. (ex. Knox 15-0-30)

#### **AND**

o Blanket application of three-way herbicide (ex. Trimec 992) @ 1.1 oz. / 1000 sq. ft.

#### **Four Step Application Program**

#### • **Application 1-** April 18- May 16

2-0-1 NPK ratio granular fertilizer, 50 % slow release, derived from PCU or SCU, not stabilized nitrogen. Applied at 1 lb. N/1000 sq. ft. (ex. Knox 24-0-11 50% polyplus 2Fe) and blanket application of dithiopyr herbicide (ex. Dimensions) @ .35lbs/ acre or prodiamine herbicide (ex. Barricade) @ .5 lbs./ acre.

#### OR

o Granular combination product consisting of a 2-0-1 NPK ratio 30-50% slow release (PCU or SCU, not stabilized nitrogen) fertilizer with 10% dithiopyr or 20% prodiamine (ex. Knox 19-0-6 Dimension 0.10 Plus Fertilizer) @ lb. N/ 1000 sq.ft.

#### **AND**

- o Blanket application of three-way herbicide (ex. Trimec 992) @ 1.1 oz./ 1000 sq. ft.
- **Application 2 -** June 13- June 24
  - 2-0-1 NPK ratio granular fertilizer, 50% slow release, derived from PCU or SCU, not stabilized nitrogen, @ lb. N/1000 sq. ft. (ex. Knox 24-0-11 50% polyplus 2Fe)

#### **AND**

- o Spot treatment of weeds with a three-way herbicide (ex. Trimec 992) @ 1.1 oz. / 1000 sq. ft.
- **Application 3 -** Aug. 8- Aug. 19
  - 2-0-1 NPK ratio granular fertilizer, 50 % slow release, derived from PCU or SCU, not stabilized nitrogen. Applied at 1 lb. N/1000 sq. ft. (ex. Knox 24-0-11 50% polyplus 2Fe)

#### **AND**

- Spot treatment of weeds with herbicide containing trichlophyr or clopyralid (ex T-Zone or Confront) at labeled rate.
- Application 4 Sept. 19- Sept 30
  - o 1-0-2 NPK ratio granular fertilize @ .5lb. N/1000 sq.ft. (ex. Knox 15-0-30).

#### **AND**

o Blanket application of three-way herbicide (ex. Trimec 992) @ 1.1 oz./ 1000 sq. ft.

\*\*\*Dates are subject to change\*\*\*

## ALL RATES ARE PER 1000 SQUARE FEET UNLESS OTHERWISE SPECIFIED

#### **GRUB PREVENTION**

(All grub prevention and curative to be priced as blanket coverage for areas indicated)

#### • April 13- May 10

o Insecticide containing chlorantraniliprole (ex. Acelepryn), applied April 18 - May 13. May use a liquid formulation @ .5 oz./1000 sq. ft. or a granular formulation @ 5 .5 lbs./1000 sq. ft.

#### **Grub Curative**

#### • April 18- May 13

o Grub insecticide Dylox @ 3lbs/ 1000 sq. ft.

- All equipment and supplies shall be used in a manner which is safe for all park users and is in accordance with all local, state and federal safety standards.
- A warning system to vehicular traffic is emphasized to the contractor to insure safety at all areas of application where traffic presents a problem. U.S. 31/Beacon Boulevard is an example, the contractor must clear with the City of Grand Haven Public Safety Department and use proper warning signs.
- All contractors must be licensed and certified by the State of Michigan.
- A 24-hour notice prior to work commencing will be given to the Facilities and Grounds Manager before each application and location of work to be done.

## OFFICAL BID PROPOSAL FORM 2025 ANNULA FERTILIZATION & WEED CONTROL PROGRAM

City of Grand Haven		
Ms. Maria Boersma, City Clerk's Office	Date:	
519 Washington Ave.		
Grand Haven MI. 49417		

Completely in accordance with your Notice, Instructions and Specifications dated March 12, 2025, we propose to furnish the labor and materials to complete all fertilization and weed control in the Public Works Department, as herein described for the City of Grand Haven and the itemized price quoted below. Blocks marked with an "X" do not require pricing.

Area	Size	<b>Application Program</b>	Grub Control
	(Acres)		
		2	
Beacon BLVD (South of Madison)	5		
East Grand River Park	3.2		X
Klaver Park, Parkways	.20		X
Klempel Park, Parkways	.5		X
LSM School Willow Park, Parkways	.1		X
Down Town Parking Lots	.1		
Bolt Park, Parkways	.75		

Area	Size (Acres)	<b>Application Program</b>	<b>Grub Control</b>
		3	
Lake Forest Cemetery	30		X
Eastern Park (Baseball Field)	1.8		
Johnson Park, two parts, parkways	.25		X
Hatton Park	.85		
Community center parkways	1		
Water Treatment Plant	.5		X
R.V. Terrill Building	1		
Linear Park	1		X

Area	Size( Acres)	Application Program	Grub Control
		4	
Beacon BLVD (N. of Madison Coat	.75		
Guard Boat 4 islands)			
Bicentennial Pak	2.3		X
Chinook Pier, Islands and Parkways	1		
Chinook Pier Park, Engine 1223 Park	1		
City Hall, Public Safety, Parkways	2.75		
City Marina and Sail Club	4.5		From Splash pad north to Chinook Parking lot (approx. .5 acres)
Escanaba Park	.9		
Farmers Market and Parkway	.25		
Harbor Island	20		
Central Park, Parkways, Washington BLVD	3		
Sluka Field	5.4		(Not infield or apron)
Mulligan Hollow Park	6		
Veteran Park	.25		

The total price for all specified work is \$

#### CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN 94917 DEPARTMENT OF PUBLIC WORKS

## OFFICAL BID PROPOSAL FORM 2025 ANNULA FERTILIZATION & WEED CONTROL PROGRAM

The total price for an specifical work is $\psi_{$	
equipment to be used. Any vari	mation and a list of all chemicals, materials and iance from the City specifications has been indicated rt, a description of the variance is included.
ALL STATE AND FEDERAL TAXES HAVE BEEN DEDUCTED	
	s and warranty information on the equipment quoted above. attached. All federal and state taxes have been deducted and
(Bidder's Company Name)	(Bidders Phone Number)
(Street Mailing Address)	(City/State/ ZIP)
(Bidder's Signature)	(Print Bidder's Name)

## POLICY REGARDING THE USE AND APPLICATION OF PESTICIDE PRODUCTS

February 26, 2025

As a refix of Grand Haven is committed to adhering to the procedures and guidelines associated with the application and use of pesticides on City owned parks and properties as outlined below.

#### **PURPOSE**

The purpose of this policy is to provide residents of the City of Grand Haven the opportunity to be aware when pesticide applications will be placed on all City owned lawns, turf and ornamental planting areas located within the corporate boundaries of the City. For purposes of definition, the use of the term "pesticide" in this policy includes those products which are used to prevent, destroy, repel or mitigate pests or used as a plant growth regulator. This includes insecticides and fungicides which are directed against insects and fungi.

#### SECTION 2 NOTIFICATION - GENERAL

Residents of the City of Grand Haven will be notified of pending pesticide applications through the use of Public Service Announcements (PSA's) which will identify which public areas will be treated and the approximate date of treatment. The PSA's may take the form of radio spots, newspaper advertisements, social media or through other public notice means as determined by the City Administration.

#### SECTION 2 NOTIFICATION - SPECIFIC

Signs will be posted at the time of application of pesticides and left in place for a period of twenty-four (24) hours in those areas which are irrigated. Signs shall be posted at the time of application of pesticides and left in place for a period of forty-eight (48) hours in all non-irrigated areas. It shall be the responsibility of the applicator (private contractor or public employee) to place the signs in accordance with the following conditions.

- 1. Signs shall be brightly colored and as a minimum must be four inches (4") by five inches (5") which is generally considered as an industry standard. The text on the signs must clearly indicate that a pesticide application has been applied to the area. Signs must include the date the application took place.
- 2. Signs must be placed at all major entrances to City owned parks, ball fields and playgrounds. Signs shall be posted in readily visible areas on other treated lawns, turf and ornamental planting areas.
- 3. Post application safety information will be left with the City Clerk's Office for public inspection on the date of treatment. This information shall include the name and the telephone number of the firm which has applied the pesticide, in addition to the list of products used in the application.

#### **SECTION 3 - REGISTRY**

The City shall maintain a registry including Material Safety Data Sheets (MSDS's) of all pesticides used on all City owned lawn, turf and ornamental planting areas in the City Clerk's Office. This registry can be viewed by the general public during regular City Hall hours.

### SECTION 4 - RESTRICTED USE

As a general policy, the City of Grand Haven will not use pesticides which are identified on the Michigan Restricted Use Products List. However, authority may be secured to use such a product from the City Manager or their designee when it has been determined that no other viable alternative is available.

## SECTION 5 - TRAINING

All City employees who apply pesticides will be trained through a program coordinated by the City's Human Resources Department in the methods of pesticide use, procedures for a safe use of pesticides and symptoms of acute pesticide poisoning. In the event a commercial vendor is engaged by the City, such vendor shall hold an appropriate Michigan License and be certified for pesticide applications.

#### SECTION 6 - INDIVIDUAL NOTIFICATION

Residents of the City of Grand Haven who wish to receive personal notice concerning the application of pesticides on City owned property may enter their names on a registry with a yearly fee of ten dollars (\$10.00). Said individuals will be notified within twenty-four (24) hours by telephone or within ninety-six (96) hours by certified mail prior to an application on City owned property. The City shall make this list available free of charge as a courtesy to commercial lawn care vendors in the greater Grand Haven area.

## CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN 94917 DEPARTMENT OF PUBLIC WORKS

# OFFICAL BID PROPOSAL FORM 2025 ANNULA FERTILIZATION & WEED CONTROL PROGRAM

City of Grand Haven Ms. Maria Boersma, City Clerk's Office 519 Washington Ave. Grand Haven MI. 49417

Date: 3-4-25

Completely in accordance with your Notice, Instructions and Specifications dated March 12, 2025, we propose to furnish the labor and materials to complete all fertilization and weed control in the Public Works Department, as herein described for the City of Grand Haven and the itemized price quoted below. Blocks marked with an "X" do not require pricing.

Area	Size (Acres)	Application Program	Grub Control
		2	
Beacon BLVD (South of Madison)	5	1400	1425
East Grand River Park	3.2	536	X
Klaver Park, Parkways	.20	136	X
Klempel Park, Parkways	.5	160	X
LSM School Willow Park, Parkways	.1	106	X
Down Town Parking Lots	.1	280	244
Bolt Park, Parkways	.75	188	168

Application Program	Grub Control
3	
10,530	X
804	470
210	X
420	244
192	1//
998	X
397	174
	X
	390

## CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN 94917 DEPARTMENT OF PUBLIC WORKS

Area	Size( Acres)	Application Program	Grub Control
		4	
Beacon BLVD (N. of Madison Coat	.75		
Guard Boat 4 islands)		380	302
Bicentennial Pak	2.3	1168	X
Chinook Pier, Islands and Parkways	1	560	244
Chinook Pier Park, Engine 1223 Park	1	560	244
City Hall, Public Safety, Parkways	2.75	656	288
City Marina and Sail Club	4.5		From Splash pad north to Chinook
		1/20	Parking lot (approx5 acres) 485
Escanaba Park	.9	556	244
Farmers Market and Parkway	.25	260	111
Harbor Island	20	7720	3749
Central Park, Parkways, Washington	3		72
BLVD		1616	705
Sluka Field	5.4	7 11 10 C	(Not infield or
		2148	apron) 1045
Mulligan Hollow Park	6	1864	907
Veteran Park	.25	380	130

## CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN 94917 DEPARTMENT OF PUBLIC WORKS

## OFFICAL BID PROPOSAL FORM 2025 ANNULA FERTILIZATION & WEED CONTROL PROGRAM

The total price for all specified work is \$ 46,749

Attached is the guarantee information and a list of all chemicals, materials and

Attached is the guarantee information and a list of all chemicals, materials and equipment to be used. Any variance from the City specifications has been indicated by marking in RED on the chart, a description of the variance is included.

## ALL STATE AND FEDERAL TAXES HAVE BEEN DEDUCTED

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

TOFF TURF 2LC
(Bidder's Company Name)

(Bidder's Phone Number)

(Bidders Phone Number)

(Bidders Phone Number)

(Bidders Phone Number)

(City/State/ ZIP)

(City/State/ ZIP)

(Bidder's Signature)

(Print Bidder's Name)



## CITY OF GRAND H

519 Washington Grand Haven, MI.

Bidder	City,State	Total	Bid Amount
Perma Green Tuff Turf	Byron Center,MI.	\$	46,749.00
Tru Green	Grand Haven, MI.	\$	60,456.00
Lakeshore Property Services	Grand Haven, MI.	\$	42,486.00



## 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:

March 31, 2025

SUBJECT:

Loutit District Library Administrative Services Agreement

The City of Grand Haven has been providing Human Resources and Financial Administrative services to Loutit District Library since November 2022 as outlined in the attached Administrative Services Agreement. At that time, the City entered into an agreement to provide these services for a nearly three-year trial period that ends on June 30, 2025.

At the March 11, 2025, Loutit District Library Board meeting, the Library Board discussed and approved the attached Agreement for the City to continue providing the services described in the Agreement.

We are asking City Council to approve the Administrative Services Agreement so Human Resources and Finance departments can continue offering the support and services to the Library.

# LOUTIT DISTRICT LIBRARY ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (this "Agreement") is made as of <u>March 11, 2025</u>, to be effective as of <u>July 1, 2025</u>, between Loutit District Library located in Ottawa County, Michigan, the principal address of which is 407 Columbus Avenue, Grand Haven, Michigan 49417 ("LDL"); and the City of Grand Haven, a Michigan municipal corporation, the principal address of which is 519 Washington Street, Grand Haven, Michigan 49417 (the "City").

#### RECITALS

- A. LDL was created to implement educational and engagement opportunities from its principal address at 407 Columbus Avenue, Grand Haven (the "Office");
- B. The City will perform certain Human Resources and Financial Administrative Services, as described below ("Administrative Services"); and
- C. LDL desires for the City to provide the Administrative Services according to the terms and conditions of this Agreement, which is intended to supersede and replace all other agreements and understandings (verbal or written) between the parties.

## **TERMS AND CONDITIONS**

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

- 1. <u>City Duties and Obligations.</u> The City shall, using appropriately qualified, trained and competent City employees who have any required certification, license, registration, or other approval, provide LDL staff Administrative Services, which are more particularly described as:
  - (a) <u>List of Administrative Services</u>. The Administrative Services to be provided by the City with City staff consists of the following:
    - 1) Human Resources & Personnel:
      - Health care benefits administration and retirement planning services based on ability of LDL to pay for such benefits
      - Communicate with broker regarding benefits
      - Employee assistance program for management advice and family personal impacts on job performance
      - Fair Labor Standards Act, EEO and ADA compliance
      - Assist with background checks
      - Consult and assist on general HR matters, including evaluations, performance issues/disciplinary actions, terminations, labor negotiations
      - Support recruiting and hiring employees

- Coordinate open enrollment process
- Submit required annual reports to agencies as required
- Update Personnel Policy

## 2) Accounting & Finance:

- Manage and process cash disbursements within the internal control guidelines established, report any violations and attempts to circumvent internal control policy
- Perform monthly bank and investment account reconciliations
- Prepare monthly fund-based financial statements, budget reports, along with observations on financial trends and variances
- Analyze financial trends and variances relative to LDL's annual budget and prepare budget revisions for approval
- Support the financial analysis of major Library decisions and the impact on future revenue and expenses; work with Ottawa County Assessor to anticipate future changes to LDL's revenue level and sources
- Prepare annual financial budgets and 10-year financial forecasts by fund
- Prepare fiscal year-end accrual based financial statements
- Work with auditors on year-end audit and resolution of audit issues
- Track, prepare and file required reports and financial statements to State agencies and bond holder representatives
- File all required annual reports

## 3) Payroll & Benefits:

- Administer payroll and benefits:
  - Manage process for employee pay and benefit changes (including eligibility for retirement and other benefits)
  - Process biweekly payroll for employees
  - Pay and report payroll taxes, withholdings and benefits
  - Reconcile payroll bank accounts
  - Report to tax and regulatory agencies
  - o Maintain records relating to compensation and benefits
- Handle MERS reporting, review and auditing questions
- Facilitate retirement payouts
- Prepare W-2s and other required annual reports
- Submit all required payroll monthly, quarterly and annual reports
- 4) Additional or revised services as the parties may subsequently agree, in writing and signed by both parties.
- (b) Manner of Service. Except as otherwise provided in this Agreement, the City shall have full responsibility and discretion for the promulgation and administration of policies relating to City Administrative Services provided.

#### 2. Authority.

- (a) The LDL Executive Director shall have full responsibility and discretion for day-to-day operations of LDL subject to LDL's policies. Any decisions in regard to policy shall be subject to the discretionary review and approval of the LDL Board.
- (b) The City assumes no responsibility for the provision of library services. The City's work is in certain administrative support.
- 3. Expenditures. The LDL staff shall have the authority to purchase necessary materials and supplies in accordance with the purchasing restrictions and policies of LDL and to proceed with budgeted capital expenditures or improvements for the facilities, provided the total cost for any one (1) expenditure or improvement does not exceed the then current limit for such expenditures established by the Board and as further limited by applicable Board policies. No such expenditures in excess of such amounts shall be undertaken or paid by the City unless and until appropriately approved by the LDL Board, e.g. by approval of the budget or by other resolution.
- **4.** <u>Charges.</u> LDL shall pay the City as follows for the services provided by the City pursuant to this Agreement.

## (a) Charges for Administrative Services.

- 1) For Administrative Services, LDL shall pay the City an amount equal to 4.25% of all budgeted and actual final audited personnel wage and benefit costs, to be invoiced monthly and adjusted each November after final audit approval by Board.
- 2) LDL shall pay the City-incurred BS&A software expenses monthly, to be included on the monthly invoice.
- (b) <u>Fiscal Year for Auditors</u> is July 1- June 30 for both LDL and the City.
- 5. <u>Billing and Payment.</u> As administrator of LDL's accounts payable and accounts receivable, the City shall invoice LDL's charges and costs monthly and make or apply payments in a timely manner. Payments not received within sixty (60) days of receipt of invoice shall incur a five percent (5%) late fee.
- **6.** <u>Term.</u> The term of this Agreement shall begin July 1, 2025, and continue annually until either party terminates the agreement as stated in section 11. (Termination of Agreement) of this Agreement.
- 7. <u>Indemnification.</u> To the extent permitted by law, LDL and the City agree to indemnify, defend, and hold harmless each other, their officials, officers, board members, employees, and agents from and against any liability, claim, or cause of action (the "Claims") relating to this Agreement. Notwithstanding, this indemnification shall not extend to Claims relating to the sole negligence of a party, their officials, directors, employees, and agents. If a joint judgment is entered by any court or tribunal against the City, its officials, directors,

employees, and agents (collectively referred to as the "City Indemnified Parties") and LDL, its officials, directors, employees, and agents (collectively referred to as the "LDL Indemnified Parties"), allocation of the loss under such judgment to the City Indemnified Parties and the LDL Indemnified Parties shall be limited to the percentage of negligence or fault of one party (or its officials, officers, board members, employees, or agents) and to the percentage of negligence or fault of the other party (or its officials, officers, board members, employees, or agents) in causing the injuries or damage for which the judgment was entered. The indemnification shall apply to the portion of such judgment attributable on a comparative basis to the negligence or fault of the City Indemnified Parties or the negligence or fault of the LDL Indemnified Parties in causing such injuries or damage and shall apply to attorney fees or other costs of defense incurred by the parties. This paragraph shall not be deemed to constitute a waiver of governmental immunity or any other defense or immunity which may be available to the City or LDL in defense of such claim, action, or liability.

- 8. <u>Independent Contractor.</u> The City and LDL acknowledge that the City is acting as an independent contractor pursuant to this Agreement. This Agreement shall not be construed as a joint venture between the City and LDL.
- 9. <u>Default and Remedies.</u> In the event of failure by any party to this Agreement to perform its obligations under this Agreement that cannot be resolved in the normal course of business, the dispute shall be submitted to facilitative mediation under the then-current mediation rules and procedures of the Michigan Business Mediation Program. The parties shall engage in a good-faith effort to settle the dispute as a condition precedent to the institution of arbitration, litigation, or other binding adjudication. The mediation will be confidential. Unless agreed among the parties or required to do so by law, the parties and the mediator will not disclose to any person who is not associated with participants in the process any information regarding the contents, settlement terms, or outcome of the proceeding. If the dispute is not resolved by mediation within sixty (60) days, an aggrieved party may seek such remedies as shall be available to it at law or in equity, including an action for mandamus. Prior to any party seeking to enforce the terms of this Agreement, thirty (30) days' notice of any default shall be given to the defaulting party with the opportunity to cure such default during the notice period. The prevailing party shall be entitled to all reasonable costs and expenses, including attorney fees, incurred in enforcing the obligation of any other party under this Agreement. A "prevailing party" is defined according to Michigan Court Rule 2.625(B) as amended.
- 10. Force Majeure. In no event shall the City be liable to LDL for failure by the City to perform any of its obligations under this Agreement because of force majeure. As used in the preceding sentence, the term "force majeure" means any cause beyond the reasonable control of the City, and which by reasonable efforts the City is unable to overcome, including, without limitation: acts of God; strikes; lockouts or other industrial disturbances; lack of funding for transportation services by Federal or State authorities; acts of public enemies; orders or the absence of necessary orders and permits of any kind, from the government of the United States or from the State of Michigan or any of their departments, agencies, or officials or from any civil or military authority; insurrections; riots; terrorist attacks; delays in transportation, equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; unrest; war; civil disturbances; explosions; breakage or accident to machinery, equipment; breach of contract by any supplier, contractor, subcontractor, laborer or materialmen; or any other

similar or dissimilar cause or event not reasonably within the control of the City. In the event of any such force majeure, the City shall exercise reasonable efforts to remove such force majeure with reasonable dispatch and resume services for LDL.

- 11. <u>Termination of Agreement.</u> Either party may terminate the agreement effective two (2) months after a party sends a written notice to the other party. Upon the termination of this Agreement, the City shall continue to assist LDL with contracted services in the ordinary course of business without incurring other than essential operational costs. Each of the parties shall pay such monies and costs required to be paid. The City may charge reasonable demobilization costs and expenses to LDL incurred by the City. "Demobilization expenses" are defined as including public notification and awareness expenses, contract modification costs, computer costs and professional fees.
- 12. <u>Miscellaneous.</u> This Agreement may not be modified or amended except in writing, signed by the parties. This Agreement may not be assigned without the consent of both parties. This Agreement shall inure to the benefit of and be binding upon the parties and their successors. The representations, and covenants herein contained shall survive the execution of this Agreement. All notices shall be in writing and sent by certified mail addressed to the respective parties at their addressees stated on Page 1 of this Agreement or such other address or addresses as may be specified from time to time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

Loutit District Library	City of Grand Haven	
By:	By:	
Caryn Lannon, Board President	Robert Monetza, City Mayor	
By:	Ву:	
Marc Longstreet, Board Treasurer	Maria Boersma, City Clerk	

# Attachment D

## CITY OF GRAND HAVEN

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

**TO**: Mayor, and City Council

**FROM**: Ashley Latsch, City Manager

**DATE**: 4/9/25

SUBJECT: Northwest Ottawa Community Energy Plan



The Northwest Ottawa Community Energy Plan was led by a Steering Committee of municipal staff, BLP representatives, and community stakeholders from Grand Haven, Ferrysburg, and Grand Haven Township. Extensive community outreach—including open houses, presentations, meetings, social media, and surveys—gathered input that strongly supported a collaborative, long-term decarbonization strategy. Over 70% of survey respondents believe in the effectiveness of local action against climate change, more than 83% favor making buildings more energy-efficient, and around 80% stressed the importance of affordable clean energy, especially for low-income households.

The Northwest Ottawa Community Energy Plan outlines a comprehensive approach to a sustainable, low carbon plan in the Grand Haven area with two interconnected pillars: 1) direct strategies and 2) supportive strategies.

- 1. Direct strategies focus on immediate, cost-effective actions that cut on-site emissions.
- 2. <u>Supportive strategies</u> focus on building the community's capacity and infrastructure to support clean energy initiatives.

## **Direct Strategies**

- 1. **Reduce Emissions in Buildings:** Boost energy efficiency by retrofitting homes and commercial properties, electrifying heating, integrating renewables, and enforcing green standards, alongside community energy coordination and education.
- 2. **Accelerate Local Renewable Energy:** Promote local solar and renewables through community solar programs, feasibility studies, policy updates, financial incentives, and active community engagement.
- 3. **Transition to Electric Vehicles and Enhance Mobility:** Cut transportation emissions by encouraging multimodal transit, fleet electrification, managed leasing, expanding EV charging infrastructure, incentivizing EV use, and community outreach.
- 4. **Protect and Restore Land and Water Resources:** Preserve natural assets by managing storm water, implementing sustainable land-use planning, and supporting reforestation and afforestation projects.
- 5. **Improve Sustainable Food Systems:** Enhance local food system sustainability by reducing food waste through collaborative reduction efforts, waste tracking, infrastructure development, and food rescue programs.

## **Supportive Strategies**

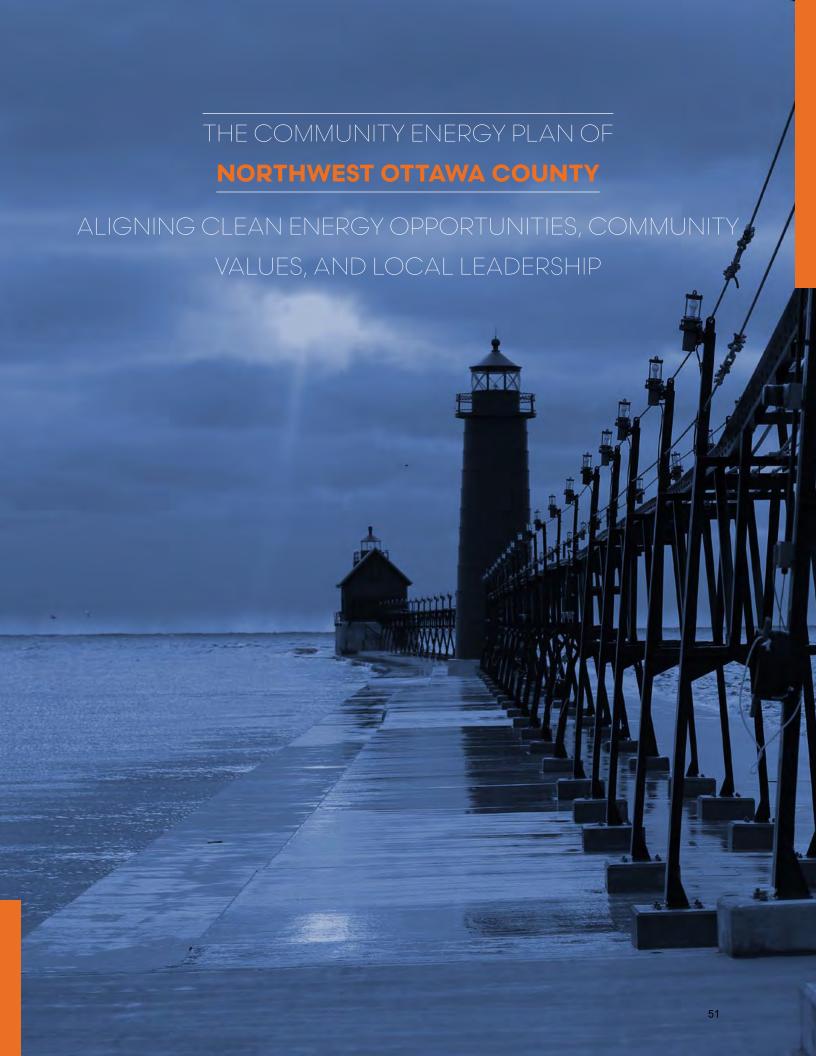
- 1. **Reduce Emissions in Buildings:** Retrofit and electrify buildings while integrating renewable energy to lower energy use.
- 2. **Accelerate Local Renewable Energy:** Promote community solar and update policies to expand renewable energy projects.
- 3. **Transition to Electric Vehicles and Enhance Mobility:** Expand EV infrastructure and support diverse transportation options to cut pollution.
- 4. **Protect and Restore Land and Water Resources:** Enhance green infrastructure, sustainable planning, and reforestation to safeguard ecosystems.
- 5. **Improve Sustainable Food Systems:** Boost local food production, minimize waste, and adopt sustainable farming practices.
- 6. **Support Community Energy Engagement, Education, and Equity:** Foster ongoing public education and equitable access to clean energy solutions.
- 7. **Invest in Clean Energy Projects:** Establish a team to secure funding and drive large-scale clean energy investments.
- 8. **Adopt Enabling Local Clean Energy Policies:** Update local regulations and policies to support energy efficiency and renewable initiatives.
- 9. **Track Results and Update Plan Regularly:** Establish key performance indicators and monitor progress through regular evaluations and reporting.

#### Recommendation

Administration is recommending that City Council consider adopting the Community Energy Plan (CEP), to be implemented at the direction and recommendation of the City Manager.

Adopting the plan, similar to other formal City plans, would not obligate the City to take immediate action on any or all of the suggestions identified within the plan. Adopting the CEP sets forth a guiding plan with specific targets and suggested strategies that staff can seek to implement and budget for over time, with a formal recommendation based on evaluation and anticipated impact.

All individual actions would still be subject to City Council approval if a budgetary expenditure is required.



## THANK YOU TO FUNDERS AND

## **LOCAL UNITS OF GOVERNMENT**

Much gratitude goes to the financial supporters of this work, which include the City of Grand Haven, City of Ferrysburg, Grand Haven Township, the Grand Haven Area Community Foundation, the Loutit Foundation, and the State of Michigan Department of Environment, Great Lakes and Energy.











The motivation for developing this Community Energy Plan for Northwest Ottawa County began in the Grand Haven Sustainability and Energy Commission. The Plan's Steering Committee has also moved this process forward, opened doors and provided direction. Members on the committee are listed on the opposite page.

Others have given their input to and reviewed this plan over the last year. They are too numerous to name, nonetheless, such feedback and expertise has been invaluable.

Thank you, all.

## PARTICIPATION

## **AND CONTEXT**

# FOUNDATIONS OF THE COMMUNITY ENERGY PLAN

The information, analysis, and recommendations made in this report are those of Michigan Energy Options (MEO) and Five Lakes Energy (5LE) and are consistent with the commissioning of this work as an independent study. This Community Energy Plan of Northwest Ottawa County ("Community Energy Plan" or "The Plan") purports to provide a level of detail necessary for decision-makers and stakeholders to understand the amount of greenhouse gases (GHGs) generated (measured in "metric tonnes carbon dioxide equivalent—MTCO2e) in the region now and understand potential strategies to reduce these emissions primarily through energy interventions over a 25-year period. The "clean energy" strategies herein (e.g., efficiency, electrification, renewables) aspire to decarbonize the region by certain percentages over the years depending on "good," "better," and "best" scenarios.

The analysis provided in this Plan is based on well-established protocols for determining baseline energy consumption of a region and modeling future GHG reductions through strategies (actions) at various scales and with the implementation of clean energy technologies, such as renewables, over the years. The choice

among these scenario pathways primarily rests with participating local governments and their constituents. This Plan is based upon the experience of the Michigan Energy Options team, established expertise in the clean energy sector, and the interest and will of the participating communities to address climate change as much as they can at the local level. The community input part of this process suggests there is strong support for climate action among residents.

The local governments and their constituents have been represented in this process by a Steering Committee, whose members include the elected and appointed officials, staffs of the City of Grand Haven, City of Ferrysburg, and Grand Haven Township. Joining these representatives have been residents and business leaders from these communities, and staff, as well, from the incumbent utilities as technical liaisons that service the region: The Grand Haven Board of Light and Power and Michigan Gas Utilities.

The Steering Committee Members are:

- Craig Bessinger, Ferrysburg City Manager
- Deanne Brink, Grand Haven Township Citizen
- Maria Boersma, Grand Haven City Clerk

- Erik Booth, BLP Technical Advisor
- Bill Cargo, Grand Haven Township (ex-officio)
- Paul Cederquist, BLP Technical Advisor
- Ryan Cotton, Grand Haven Citizen
- Mike Fritz, Grand Haven City Council
- Derek Gajdos, Grand Haven Public Works
   Director
- John Job, Grand Haven Township Citizen
- Ashley Latsch, Grand Haven City Manager
- Eric Law, Grand Haven Water Filtration
   Plan Superintendent
- David Mann, Grand Haven Citizen
- Will Montgomery, Ferrysburg City Council
- Steve Nagen, Owner MACKite
- John Nash, Grand Haven Citizen, former BLP Board Member
- Patti Nelsen, Grand Haven Citizen
- Nancy O'Neill, Grand Haven Citizen
- Dr. Nick Pietrangelo, Ferrysburg Citizen
- Garry Post, Ferrysburg Citizen, Steering
   Committee Chair
- Karen Sherwood, Grand Haven Township
   Assistant Manager
- Jerry Sias, Ferrysburg City Council

#### **CATALYSTS FOR REGIONAL CLIMATE ACTION**

In 2023, the City of Grand Haven—in partnership with Ferrysburg and Grand Haven Township—issued a request for qualifications/proposals: "The intent of this RFQ is to find interested consultants who can provide in-depth analysis and recommendations regarding energy efficiency and demand side management alternatives

for the Grand Haven area—its governmental, non-profit, commercial, industry, residents, and businesses located therein, as well as BLP itself." In addition to funding from the municipalities, the project was supported by the Grand Haven Area Community Foundation, Loutit Family Foundation, and State of Michigan Community Energy Management Grant.

The RFQ grew out, in part, from the work of the Grand Haven Sustainability and Energy Commission: "The intent of its [community energy plan] creation is to shape Grand Haven's energy demand by encouraging customer and community investments in energy efficiency and conservation and in customer based (distributed) generation and storage of electrical energy. This Plan will also provide strategies to encourage conservation and efficiency measures in the use of natural gas, electricity, water, and wastewater treatment."

In pursuing a community-led plan to decarbonize a local economy, Northwest Ottawa County shares similarities with other efforts across the state and country, and important differences.

One difference is that this effort is regional and not within the borders of a local jurisdiction, such as a city, which is more typical of such efforts. The study area, as explained in greater details elsewhere in the Plan, tracks on top of the Grand Haven Board of Light and Power's (BLP) service territory. Thus, this Plan, unlike most others, requires a good deal of intergovernmental

goodwill and collaboration, as represented by a robust Steering Committee.

Additionally, the State of Michigan has set ambitious goals for decarbonization and recent legislation is codifying into statute requirements for utilities to move to "carbon-free electricity generation" by 2040. Worth noting in this Plan, the "good" decarbonization scenario for the region reflects the goals of the MI Healthy Climate Plan.

Further afield, the federal government is making tens of billions of dollars available to communities through the Inflation Reduction Act.

Some of this funding is going directly to residents, businesses, and cities; and some is going to states, which will then redistribute through competitive grants to improve building energy efficiency, develop local solar projects, and create electric vehicle (EV) charging infrastructure, among many other undertakings.

Often one of the qualifications for applying for this funding is for a community to have a science-based, community-driven plan—such as this one—for reducing its carbon emissions over time.

## THE COMMUNITY ENERGY PLAN OF

## NORTHWEST OTTAWA COUNTY

# WELCOME TO THE NORTHWEST OTTAWA COMMUNITY ENERGY PLAN

During 2023 and 2024, the City of Grand Haven, the City of Ferrysburg, and Grand Haven Township, aided by additional grants, funded the development of a community energy plan. The resultant Northwest Ottawa Community Energy Plan provides strategies and directions to reduce carbon emissions and wasted energy in the area by increasing efficiency and transitioning from oil and gas to electricity wherever possible. An important next step is to fund a community energy advisor position to lead the effort to make significant energy-use improvements in the Board of Light and Power service area.



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

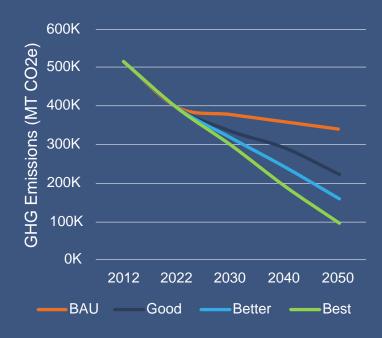
#### THREE EMISSION REDUCTION PATHWAYS

The Plan offers three pathways for reducing emissions by 2050:

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

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

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



Total Greenhouse Gas Emissions By Pathway

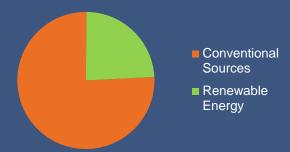
The "Business As Usual" (BAU) line represents a national benchmark, showing how Grand Haven's 2022 baseline emissions might decrease if they followed the U.S. energy-related CO<sub>2</sub> reduction trend projected by the Energy Information Administration.

#### **BUILDING ON A POSITIVE TREND**

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

# REDUCING ENERGY WASTE, INCREASING ELECTRIFICATION, AND RENEWABLES ARE KEY

Using less energy and electrifying buildings and transportation is key to cutting emissions, so too is adding more renewable energy. Currently, **24%** of the region's power is renewable, but this will need to increase to **100% by 2050** to achieve the Best scenario emissions reductions. Reaching this goal will depend on the actions of attuned local policymaking and collaboration with the BLP to expand clean energy infrastructure.



Grand Haven Regional Energy Mix, 2024

#### **COMMUNITY ENGAGEMENT AND SUPPORT**

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

#### STRATEGIES TO GET THERE—STARTING TODAY

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

#### **DIRECT STRATEGIES**

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

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

## SUPPORTIVE STRATEGIES

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

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

## **GOING FORWARD**

After the Northwest Ottawa Community Energy Plan has been adopted locally and an area Community Energy Advisor hired, we will need to keep all the energy-saving possibilities in mind during annual planning and budget approval processes as well as in daily staff decision making. Additionally, we must be flexible and prepared to respond to new developments in solar panel technology and other energy-saving innovations in the future. Moreover, the Northwest Ottawa area will have beneficial opportunities to coordinate with other communities and agencies to share best practices and to pursue grants and joint funding to reach our energy goals.

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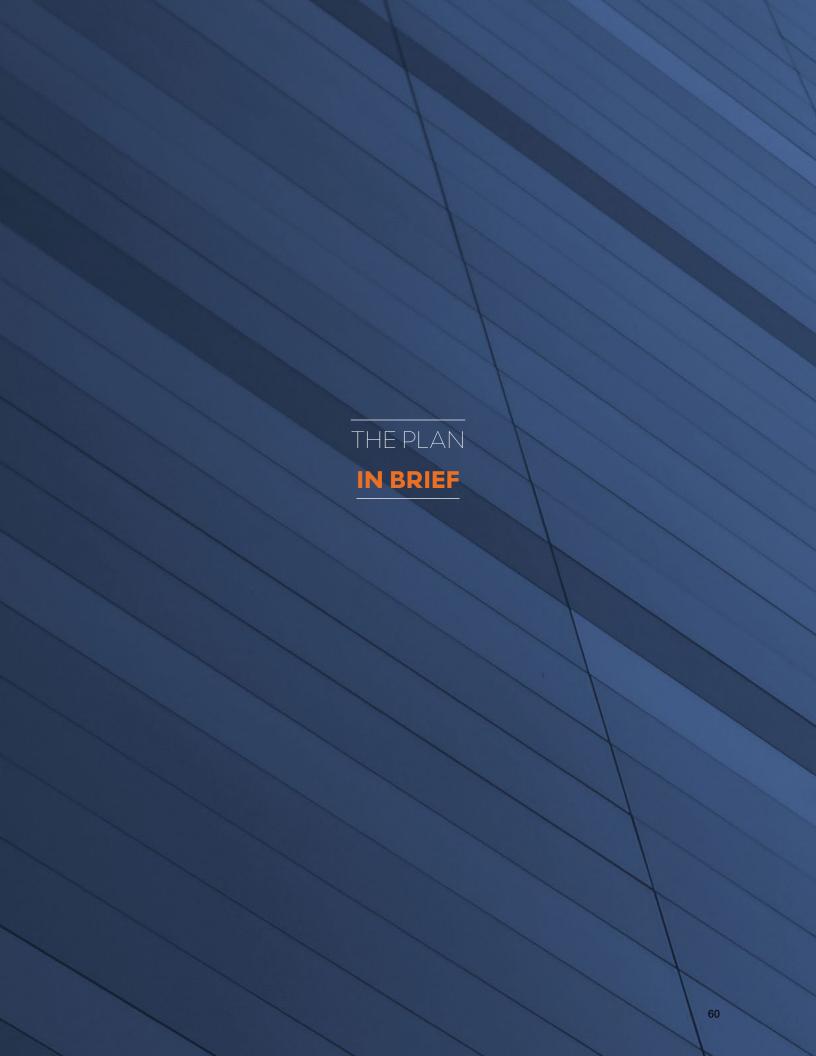
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## OVERVIEW OF THE

## **COMMUNITY ENERGY PLAN**

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

U.S. Department of Energy

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

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

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

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

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

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

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

## INTRODUCTION

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

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

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

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

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

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

## **CLEAN ENERGY INCENTIVES**

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

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

## INTRODUCTION

for "energy optimization" for BLP's customers is coming in the years ahead.

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

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

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

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

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



## ELEMENTS OF THE

## **COMMUNITY ENERGY PLAN**

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

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

Strategies for deploying clean energy solutions to reduce emissions and foster a local clean energy economy over time. Community Engagement on awareness, interest, and desire to have local solutions to address climate change.

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

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

## GREENHOUSE GAS

## **EMISSIONS TRENDS**

#### **TECHNICAL REPORT**

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

fuels, increasing energy efficiency, and adopting renewable energy.

#### **CURRENT LOCAL PER CAPITA EMISSIONS**

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

## **GHG EMISSIONS 2012-2022**

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

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

6

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

## FUTURE EMISSIONS

## **REDUCTION PATHWAYS**

# THREE EMISSION REDUCTION PATHWAYS (GOOD, BETTER, BEST)

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

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

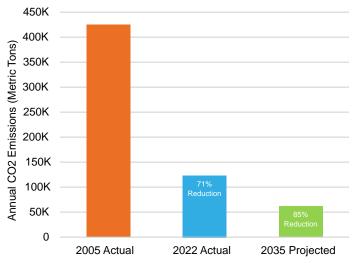
The strategies, in turn, provide pathways—and options to those pathways—to address energy and emissions issues locally. An example is provided on the next page.

## IMPORTANCE OF ELECTRIFICATION

Electrification of buildings and transportation is a key strategy for achieving significant emissions reductions. Transitioning from fossil fuel heating systems to heat pumps, along with increasing the number of electric vehicles (EVs), will further reduce carbon emissions. To fully benefit from electrification, the region must increase the percentage of renewable energy in its electricity mix.

## RENEWABLE ENERGY EXPANSION

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



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

Grand Haven BLP Carbon Emissions

#### **EXAMPLE OF OPTIONS IN A STRATEGY**

#### 1.1 IMPLEMENT HOME RETROFITS

## GOOD

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

## **BETTER**

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

#### **BEST**

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



## **STRATEGIES**

# SUPPORTIVE STRATEGIES AND DIRECT STRATEGIES

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

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

community education initiatives to enable Supportive Strategies.

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

## HOW THE STRATEGIES COME TOGETHER

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

#### **DIRECT STRATEGIES**

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

#### **SUPPORTIVE STRATEGIES**

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

## **EMISSIONS REDUCTION STRATEGIES**

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



## **STRATEGIES**

#### 1. REDUCE EMISSIONS IN BUILDINGS

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

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

#### 2. ACCELERATE LOCAL RENEWABLE ENERGY

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

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

# 3. TRANSITION TO ELECTRIC VEHICLES AND ENHANCE MOBILITY

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

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

# 4. PROTECT AND RESTORE LAND AND WATER RESOURCES

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

## **EMISSIONS REDUCTION STRATEGIES**

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

## 5. IMPROVE SUSTAINABLE FOOD SYSTEMS

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

for reducing emissions and promoting a sustainable lifestyle.

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

## **ENERGY EFFICIENCY SAVINGS**

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

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

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

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

## SUPPORTIVE

## **STRATEGIES**

# 6. SUPPORT COMMUNITY ENERGY ENGAGEMENT, EDUCATION, AND EQUITY

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

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

#### 7. INVEST IN CLEAN ENERGY PROJECTS

This strategy involves creating a dedicated team to secure grants and prioritize clean energy investments through careful planning and budgeting. Accessing diverse funding sources ensures the region can implement the projects necessary to meet its decarbonization goals. The clean energy economy has been a boon for established and start-up companies in West Michigan.

**Opportunity**: Northwest Ottawa County has experts in securing grants, in energy planning, in community development, and governmental management. A team approach harnesses individual expertise and creates a pro-active mechanism for pursuing outside funding.

# 8. ADOPT ENABLING CLEAN ENERGY POLICIES

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

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

### 9. TRACK RESULTS AND UPDATE PLAN REGULARLY

By establishing performance indicators and conducting periodic evaluations, this strategy ensures that progress is continuously monitored, and adjustments are made as needed. Regular updates are vital to maintaining momentum and adapting to new challenges and technologies.

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

### ROLE AND IMPACT OF THE

#### **COMMUNITY ENERGY ADVISOR**

**IMPACT** 

**DIFFICULTY** 

**IMPLEMENTATION** 

**DURATION** 

Imme

Ongoing



#### **EXAMPLE: AN ACTION A GOVERNMENT CAN TAKE NOW**

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

#### **REGIONAL COOPERATION**

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

#### **POSITIONING FOR SUCCESS**

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

#### **RESOURCES**

- Holland Energy Func
- NREL Executive Energy Leadership Academy

#### **FUNDING SUPPORT**

EGLE Community Energy Management
 Program

#### STAKEHOLDER INPUT AND

#### **COMMUNITY ASPIRATIONS**

### STEERING COMMITTEE AND STAKEHOLDER ENGAGEMENT

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

#### **COMMUNITY OUTREACH EFFORTS**

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

### COMMUNITY SENTIMENT ON DECARBONIZATION

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

to make buildings more energy-efficient and comfortable.

### PRIORITIES FOR AFFORDABLE CLEAN ENERGY

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

#### CLEAN ENERGY POLICIES AND

#### **LOCAL GOVERNMENT ROLES**

### THE ROLE OF LOCAL GOVERNMENTS IN CLEAN ENERGY

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

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

#### FOSTERING COMMUNITY COLLABORATION

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

#### **SAVE WITH SOLAR**

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

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

#### **COMMUNITY ENGAGEMENT**

the Grand Haven Region Community Energy Plan, highlighting the critical role of municipal officials, stakeholders, and residents in ensuring that clean energy efforts align with the values and needs of the entire population.

#### **COLLABORATION AND POLICY SUPPORT**

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

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

#### **HIGHLIGHTS**

#### **Significant GHG Emissions Reduction:**

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

#### **Per Capita Emissions Progress:**

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

#### **Future Pathways for Emissions Reduction:**

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

#### PRIORITIES AND

#### **RECOMMENDATIONS**

#### **DECISION-MAKING TOOLS**

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

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

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

#### THE INVESTMENT IMPACT INDEX (III)

The Investment Impact Index, in this instance, is composed of five evenly weighted inputs. An additional six input (Energy Impact) is relevant only to strategies 1-3.

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

The III is an example of a structured decision-making framework that enhances the transparency and rigor of evaluating various strategies. By incorporating a weighted decision matrix approach, the III allows decision-makers to assign different levels of importance to each input based on their specific priorities.

This means the inputs can be adjusted to reflect

#### **DECISION-MAKING**

what decision-makers value most, ensuring the evaluation aligns with local goals and contextual needs. Such flexibility enables complex considerations to be distilled into clear, comparable outcomes, supporting more objective and informed choices. As a result, the III serves as a practical tool for strategic planning while providing a transparent, data-driven foundation for addressing local contributions to global challenges like climate change.

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

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

#### FIVE IMMEDIATE

#### **ACTIONS**











GRANT-WRITING TEAM COMMUNITY
ENERGY
COORDINATOR

DEEP ENERGY RETROFITS COMMUNITY
BASED SOLAR

ZONING FOR LOCAL DERS

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

- 1. Establish a grant-writing team to respond to grant opportunities for clean energy programs and projects. This team would be composed of city staff, community volunteers, industry content experts, and a professional grant-writer or firm. By working with government, quasi-government, and nonprofit coalitions, this team can align local initiatives with broader regional strategies, increasing the likelihood of securing funding and maximizing impact. Strategy 7.1.
- 2. Secure available grant funding, such as that from the State of Michigan, contract a Community Energy Plan Coordinator for one year to educate the community on energy savings, local renewable energy, and carbon reduction opportunities; seek grant funding for programs and projects; liaise with utilities and local units of government on projects and programs; engage with Michigan Green Communities and other statewide clean energy sector experts to advance this plan. Strategy 6.1.
- 3. Implement Home Deep Energy Retrofits and Expand Weatherization Programs that not only improve energy efficiency but also create a more comfortable and healthier living environment, often with an emphasis on long-term savings, increase home value, and local sustainability benefits. Rebates and incentives are available through the local utilities. Additional resources coming available through the

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

Strategy 1.1.

- grams by investigating the feasibility of local community solar programs and residential "group buy" discount programs with an installer to reduce the cost of roof-top solar. Additionally, the region should consider applying for a low-income solar program, such as "Solar for All," which is being launched by the State of Michigan in late 2024. tThe probable success of programs/projects such as these depends on the trusted local government being an engaged participant on behalf of their residents' best interests. Strategy 2.1.
- 5. Local policies addressing energy likely need to be updated given how rapid the changes are taking place in this sector.
  Adopting Zoning Ordinances and Permitting that Encourage Local Distributed Energy Resources (DERs) can provide multiple benefits by removing outdated statutes, eliminating confusion, and streamlining the permitting work needed both for government oversight staff and community stakeholders. This exercise, importantly, can also align consistent policies

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

#### UNDERSTANDING

#### THE STRATEGIES

#### **OVERVIEW OF STRATEGY DEVELOPMENT**

A briefer Strategies version can be found in the Emissions Reduction Strategies section of this plan. The strategies and sub-strategies to follow result from three intersections of effort in creating this plan. First, the strategies derive from the Technical Report on Modeling and Analysis. The data and analysis of the sources and mitigation opportunities of emissions in the region is the primary input for these strategies. Second, community interest, understanding, and hopes for the future inform these strategies. There is strong desire for local action to address a global problem. Third, these strategies are based on the consultant's previous work in the clean energy sector.

#### **LONG-TERM VISION AND IMPACT GOALS**

The consultant's intention of these strategies, implemented over time, is that they will lead to projects, programs, and policies in the near and distant future that will result in a "carbon footprint" for the region in 2050 that is potentially 75% less than it is today.

Additionally, "good, better, best" options are presented for key strategies for local officials to evaluate the availability of resources (time, focus, money) to devote to achieve particular outcomes.

#### **INVESTMENT IMPACT INDEX**

Finally, these strategies utilize a tool the consultant developed called an "Investment Impact Index" (See Appendix C for details). The purpose of this index is to provide a decision-making framework to prioritize actions and realize key indicators of progress: carbon reduction, cost-effectiveness, co-benefits for people, the local economy, and the environment; time needed to implement; funding availability; and energy impact. Regarding funding availability, state and federal funding in this sector comes and goes over time. What is available now, might not be a few years from now. Thus, the consultant thinks this input is especially important to consider in moving forward with strategies. Based on global and national decarbonization standards, the tool can be modified to local conditions to inform decisions now and in the future.

#### **DECARBONIZATION SCENARIOS**

The "good, better, best" scenario modeling presented in this plan and captured in this graph presents options of a decarbonization vision and set of goals that local governments can adopt.

Local governments around the state and country are adopting similar "decarbonization" or

"climate action" targets and from these are moving forward on strategies.

The Good option is to adopt strategies that model on the State of Michigan's MI Healthy Climate Plan, which includes, among other goals, "reducing GHG emissions by 52% from 2005 baselines by 2030 in an equitable manner." Better would be a 60% in the region by 2030. Best would be to reduce emissions by 75% by 2050.

circumstances in Northwest Ottawa County are likely not the same as what they will be in five or 10 or more years. Thus, "Strategy 9: Track Results and Update Plan Regularly" is a must.

### INTERDEPENDENT STRATEGIES AND CROSS-CUTTING ACTIONS

Major strategies contain sub-strategies that provide finer details for operationalizing actions. Additionally, Strategies 1-9 intentionally have overlaps with others. They inform each other, with some dependent on others for their individual success. For example, creating a "Grant-writing Team" (Strategy 7.1) is key to winning competitive grants and other funding, and is an essential cross-cutting strategy.

### COMMITMENT TO ADAPTABILITY AND REGULAR UPDATES

A tenet of this Plan is that it can be customized by local governments, which can adopt all or certain strategies and sub-strategies most germane to their communities. Appendix C provides an example of a possible decision-making framework.

Lastly, this Plan is for a 25-year horizon, until 2050. In 2024, when this Plan was written, the

### DIRECT

#### **STRATEGIES**

#### 1. REDUCE EMISSIONS IN BUILDINGS

Enhance energy efficiency, electrify heating, integrate renewables, and adopt green building standards.

- 1.1 Implement Home Retrofits
- 1.2 Hire a Community Energy Coordinator
- 1.3 Retrofit Commercial Buildings
- 1.4 Encourage Building Electrification and EV Integration
- 1.5 Establish Green Standards for New Projects
- 1.6 Educate Commercial Sector
- 1.7 Promote Renewable Integration
- 1.8 Support Sustainable Mobility

#### 2. ACCELERATE LOCAL RENEWABLE ENERGY

Promote local solar and renewable energy to reduce emissions and boost community resilience.

- 2.1 Facilitate Community Solar Programs
- 2.2 Conduct Solar Feasibility Study
- 2.3 Update Solar Policies
- 2.4 Track Financial Incentives
- 2.5 Engage Community on Solar

### 3. TRANSITION TO ELECTRIC VEHICLES AND ENHANCE MOBILITY

Reduce transportation emissions through EV adoption, public transit, and sustainable mobility options.

- 3.1 Encourage Multi-Modal Transportation
- 3.2 Support Fleet Electrification

- 3.3 Consider Managed Fleet Leasing
- 3.4 Expand EV Charging Infrastructure
- 3.5 Incentivize EV Charging
- 3.6 Engage Community on EVs

### 4. PROTECT AND RESTORE LAND AND WATER RESOURCES

Preserve natural assets to reduce emissions, improve resilience, and enhance community well-being.

- 4.1 Manage Stormwater and Urban Runoff
- 4.2 Implement Regional Sustainable Land Use Principles and Planning
- 4.3 Support Reforestation and Afforestation Projects

#### 5. IMPROVE SUSTAINABLE FOOD SYSTEMS

Reduce food waste and emissions, enhance local food systems, and promote sustainability in food production.

- 5.1 Collaborate on Food Waste Reduction
- 5.2 Encourage Waste Tracking
- 5.3 Develop Food Waste Infrastructure
- 5.4 Incentivize Sustainable Investment
- 5.5 Expand End-of-Life Food Waste Solutions
- 5.6 Establish Food Rescue Program
- 5.7 Improve Energy Efficiency in Food Systems

#### SUPPORTIVE

#### **STRATEGIES**

### 6. SUPPORT COMMUNITY ENERGY ENGAGEMENT, EDUCATION, AND EQUITY

Empower the community to participate in clean energy initiatives through sustained engagement and education.

- 6.1 Create a Community Energy Advisor Position
- 6.2 Utilize Sustainability and Energy Commission
- 6.3 Foster Regional Partnerships

#### 7. INVEST IN CLEAN ENERGY PROJECTS

Support economic, community, and environmental benefits through clean energy investments.

- 7.1 Create a Grant-Writing Team
- 7.2 Conduct SWOT Analysis for Funding
- Competitiveness
- 7.3 Set Clean Energy Priorities
- 7.4 Use Cost-Benefit Analysis for Projects
- 7.5 Promote Clean Energy Innovation Economy

### 8. ADOPT ENABLING CLEAN ENERGY POLICIES

Establish clear emissions reduction goals and supportive policies to guide clean energy efforts in local communities

- 8.1 Adopt Zoning for Distributed Energy
- 8.2 Update Master Plans to Include Energy Goals
- 8.3 Adopt Sustainable Purchasing Policies

8.4 Integrate Energy Considerations into

**Decision-Making Processes** 

- 8.5 Encourage Distributed Solar Policies
- 8.6 Foster Regional Collaboration to Achieve Climate Goals

### 9. TRACK RESULTS AND UPDATE PLAN REGULARLY

Ensure goals are met and strategies remain effective by tracking progress and updating the plan as needed.

- 9.1 Establish Key Performance Indicators (KPIs)
- 9.2 Monitor Progress and Performance
- 9.3 Conduct Periodic Evaluations
- 9.4 Hold Regular Reporting and Communication Sessions
- 9.5 Adapt to Changing Conditions and Priorities

#### REDUCE EMISSIONS

#### **IN BUILDINGS**

### IMPORTANCE OF BUILDING ENERGY EFFICIENCY

Enhancing building energy efficiency, retrofitting existing buildings, electrifying heating, promoting renewable energy integration, and adopting leading green building standards can significantly decrease a building emissions in a community. For decades and continuing today, "efficiency first" is the guiding principle and most cost-effective action one can take in clean energy implementation.

### BUILDINGS AS MAJOR GREENHOUSE GAS EMITTERS

According to the U.S. Department of Energy and other sources, nationally, buildings are the largest emitters of greenhouse gas emissions (GHGs)<sup>1</sup>. Based on this plan's analysis, this is true as well for the region's buildings. Considering that national buildings account for more than 70% of electricity use, which will likely increase with Electric Vehicle (EVs) charging and other technologies, reducing emissions becomes a key priority of any energy plan<sup>2</sup>.

### BENEFITS OF ENERGY EFFICIENCY AND CONSERVATION

Energy efficiency and conservation not only reduce emissions from buildings, but also improve indoor air quality and occupant comfort, and reduce energy bills. Reducing energy consumption is also a hedge for building owners against future rising energy costs. For an individual or business and a community overall, building energy efficiency upgrades have one of the best cost-benefit ratios of all clean energy investments.

### INCENTIVES AND PROGRAMS FOR EMISSION REDUCTION

Many of the strategies to reduce building emissions have rebates, grants, and incentives available from government sources and the local utilities. Grand Haven Board of Light and Power and Michigan Gas Utilities have been operating effective customer energy savings programs for years. Building on these successes should include future "deep building retrofits," while continuing "weatherization" for utility customers

<sup>1&</sup>quot;Residential and commercial buildings are among the largest sources of carbon dioxide and other greenhouse gas (GHG) emissions in the United States, responsible for more than one-third of total U.S. GHG emissions. There are nearly 130 million existing buildings in the United States, with 40 million new homes and 60 billion square feet of commercial floorspace expected to be constructed between now and 2050. Today, most buildings consume large amounts of energy and cause significant climate pollution to meet our basic needs. Buildings account for 74% of U.S. electricity use and building heating and cooling drives peak electricity demand. Moreover, buildings are where electric vehicles (EVs), solar, storage, heat pumps, water heaters, and other distributed energy resources integrate with the electricity system. Consequently, the buildings sector will play a key role in achieving economy-wide net-zero emissions by 2050." (https://www.energy.gov/eere/articles/decarbonizing-us-economy-2050)

<sup>2</sup> Per Table 5 of the Technical Report, Stationary Combustion (Scope 1) and Electricity (Scope 2) comprise 59.8% of total gross emissions for the Grand Haven Region. So, assuming most electricity is used in buildings, one could argue that nearly 60% of emissions—or at least more than 50%—are driven by building operations and occupant behavior

who seek less capital-intensive upgrades.

### ELECTRIFICATION AS A CARBON-REDUCTION STRATEGY

Further, in recent years, the clean energy sector through policies, technologies, and funding has been emphasizing "electrification" as a leading carbon-reduction strategy. Building electrification includes replacing natural gas heating with electric air-source heat pumps, as well as sourcing more of the necessary electricity from more renewable resources.

#### 1.1 IMPLEMENT HOME RETROFITS

The goal of a deep home energy retrofit is not only to improve energy efficiency but also to create a more comfortable and healthier living environment, often with an emphasis on long-term savings, increases in home values, and local sustainability benefits. These projects also contribute to reducing greenhouse gas emissions locally by lowering energy consumption. Improvements may include insulation and air-sealing, upgrades to more energy-efficiency appliances and systems, and on-site solar and storage. Communities may be able to achieve a 15% energy waste reduction with programs like Holland's "Energy 101."

The Holland (MI) Fund, a collaboration with the municipality and the local utility, is an example of a successful program that our region could emulate that achieves 15% energy waste reduction. Utilities, the State of Michigan, and federal

agencies offer rebates and incentives for energy efficiency in residential and commercial buildings. Rewiring America provides a clearing-house and potential rebate calculator for efficiency improvements in the residential sector.

Grand Haven Board of Light & Power, Michigan Gas Utilities and Consumers Energy also have residential and commercial energy waste reduction rebate programs.

### 1.2 HIRE A COMMUNITY ENERGY COORDINATOR

Establish a Community Energy Advisor to lead local energy savings initiatives, secure funding, and engage with stakeholders, with potential initial support from grants and a shared-partnership model among local governments. See Strategy 6.1 for details.

#### 1.3 RETROFIT COMMERCIAL BUILDINGS

Retrofit older buildings with energy-efficient technologies, such as LED lighting, smart thermostats, and insulation upgrades to improve energy efficiency and reduce emissions. Conduct energy audits to identify opportunities for cost-effective retrofits and apply to financing/investment opportunities from public sources and in the marketplace. For public buildings, create a capital improvement plan specific to carbon reduction and incorporate this into other infrastructure planning.

#### 1.4 ENCOURAGE BUILDING ELECTRIFICATION

Over time, transition away from fossil fuel-based

heating systems, such as natural gas boilers, to electric heat pumps for heating and water heating. Promote electrification of building systems to decarbonize energy use and reduce emissions associated with combustion appliances. Work with Grand Haven BLP to understand the challenges and opportunities of having all-electric buildings.

1.5 ESTABLISH GREEN STANDARDS FOR NEW PROJECTS

Examples of Green Standards might include new construction projects being required to have "solar-ready" and "EV-ready" elements, among other carbon-reducing strategies. Note: Strategy 8: Adopt Enabling Clean Energy Policies articulates a number of related actions similar to this one. This sub-strategy is included here because the built environment is arguably one of the more dynamic opportunities to instill "green standards" in the immediate years as new construction projects are approved.

#### 1.6 EDUCATE THE COMMERCIAL SECTOR

Provide resources and training for building owners, facility managers, and occupants to improve energy literacy and optimize building operations. Utilize existing associations, like Michigan Energy Efficiency Contractors

Association and Michigan Saves, to reach area construction trades as to the benefits of clean energy installations for their businesses.

#### 1.7 PROMOTE RENEWABLE INTEGRATION

Install on-site renewable energy systems, such as solar panels, storage, and air-source or geothermal heat pumps, to generate clean electricity and reduce reliance on fossil fuels. See Strategy 2.3 for detail.

#### 1.8 SUPPORT SUSTAINABLE MOBILITY

Support Electric Vehicle Transportation and alternative mobility as integral considerations for future planning and development. Sustainable transportation options include robust public transit, cycling and walkable infrastructure, and electric vehicle charging stations, among others. Mobility choices for building occupants and visitors improve the quality of life in communities. Mobility choices is a policy and funding priority of the State of Michigan. Strategy 3: Transition to Electric Vehicles and Enhance Other Mobility Options has related content. The emphasis here is on "placemaking," "New Urbanism," and "walkability," among other planning principles.

1.1 IMPLEMENT HOME RETROFITS

GOOD

• Continue utilizing existing utility energy efficiency programs, which will be increasing savings goals in 2026.

- Aim for a 15% energy waste reduction by offering basic weatherization incentives to homeowners and landlords.
- Provide rebates for upgrades such as insulation, energy efficient appliances,
   and simple retrofits through local utility programs.
- Look to exemplary programs, such as Holland, Green Mountain Power, and Burlington for ideas.

#### **BETTER**

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

#### **BEST**

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

#### 1.2 HIRE A COMMUNITY ENERGY COORDINATOR

See Strategy 6.1 for details.

#### 1.3 RETROFIT COMMERCIAL BUILDINGS

#### GOOD

- Meet with regional industrial companies to understand their clean energy needs and sustainability goals.
- Promote energy audits and encourage participation in rebate programs

- through partnerships with utilities such as BLP and Michigan Gas Utilities.
- Explore Energy Service Companies (ESCOs) and Michigan's Property Assessed Clean Energy (PACE) Program as financing options for industrial projects.

#### **BETTER**

- Work with BLP and Michigan Gas Utilities to increase energy-optimization program goals from 1% to 1.5% of sales.
- Leverage the grant-writing team and community energy coordinator to pursue U.S. Department of Energy (DOE) funding for industrial efficiency upgrades.
- Identify industrial customers already implementing efficiency programs and build on their successes.

#### **BEST**

- Engage regional partners like Grand Valley Metropolitan Council (GVMC) to co-apply for clean-energy grants.
- Develop a green building certification program to recognize businesses and institutions that reduce carbon emissions, in collaboration with Michigan Green Communities or similar organizations.

#### 1.4 ENCOURAGE BUILDING ELECTRIFICATION AND EV INTEGRATION

#### GOOD

- Develop a capital improvement plan that incorporates electric alternatives for heating, water heating, building operations, and EV fleets.
- Use municipal buildings as demonstration projects by installing air-source heat pumps.
- Partner with BLP to identify and implement cost-effective electrification solutions.
- Provide education about the long-term cost savings and environmental benefits of electrification and EV adoption.

#### **BETTER**

- Collaborate with BLP and the commercial sector to expand adoption of electrification systems, including EV charging stations and infrastructure upgrades.
- Promote rebates and incentives to support businesses and residents in transitioning to electric heating, water heating, and EV chargers.

#### **BEST**

Explore district heating and cooling systems to capture and distribute heat

through underground pipes to downtown buildings.

#### 1.5 ESTABLISH GREEN STANDARDS FOR NEW PROJECTS

#### GOOD

- Update building policies and codes to include language that encourages clean energy integration in new construction and major renovations.
- Coordinate with the Planning Director and Planning Commission to identify feasible updates and priorities.
- Provide information to developers and builders about financial incentives for "green building" features.

#### **BETTER**

- Establish new ordinances or policy incentives that require specific green building elements in commercial and institutional developments.
- Create a streamlined process for permitting projects with renewable energy,
   energy efficiency, or other sustainable design components.

#### **BEST**

- Collaborate with Detroit and Grand Rapids 2030 Districts to create a voluntary green commercial building program that recognizes building owners for exceeding energy efficiency and carbon reduction standards.
- Develop a green certification or labeling program in partnership with organizations like Michigan Green Communities.

#### 1.6 EDUCATE COMMERCIAL SECTOR

#### GOOD

- Promote existing commercial rebate and incentive programs from BLP and Michigan Gas Utilities.
- Share updates on funding opportunities through newsletters, community bulletins, and municipal websites.
- Collaborate with trade associations to provide training sessions for building owners and facility managers on energy efficiency upgrades.

#### **BETTER**

• Identify funding opportunities tailored to commercial businesses, including grants, loans, and tax credits. A step like this would most typically come from a community energy coordinator or grant-writing team to help businesses understand and apply for funding.

#### **BEST**

 Establish a Community of Practice among area businesses focused on energy savings and renewable energy adoption.  Partner with national organizations, such as The Relay Network, to provide expert-led workshops and ongoing resources.

#### 1.7 PROMOTE RENEWABLE INTEGRATION

See Strategy 2.3 for details.

#### 1.8 SUPPORT SUSTAINABLE MOBILITY

#### GOOD

- Emphasize person-centered urban planning to prioritize alternatives to single-car transportation, such as biking, walking, and public transit.
- Consider developing "green streets" that promote active transportation
  modes. Area master plans provide both the benchmark where communities
  are in this regard and what is possible in the future with thoughtful "person-centered" policies for the area. Consider a feasibility study, if necessary.
- Explore fleet leasing options to upgrade municipal and commercial vehicles for improved fuel efficiency, reduced maintenance costs, and incremental EV adoption.

#### **BETTER**

- Expand pedestrian and bike-friendly infrastructure, including solar-powered crosswalk signs and dedicated pathways.
- Encourage policies like "road diets" to improve walkability and safety.
- Work with local utilities and businesses to identify opportunities for EV infrastructure deployment in parking lots and public spaces.

#### BEST

- Set a regional goal to improve WalkScores by 20% within five years through integrated urban design and multimodal planning.
- Develop a comprehensive EV charging infrastructure plan, including fast chargers for public and private sectors.
- Implement a managed fleet leasing program for municipal vehicles to increase MPG, reduce operational costs, and facilitate EV transition.

# WHAT OTHERS ARE DOING

- Ann Arbor, MI Energy Efficiency Programs: Ann Arbor has implemented various programs to improve building energy efficiency, including weatherization assistance and incentives for energy-efficient appliances.
- Traverse City, MI Energy Efficiency and Renewable Energy Projects:
   Traverse City has committed to powering all city operations with 100%

renewable energy by 2020. This effort includes energy efficiency upgrades in municipal buildings as well.

#### ACCELERATE LOCAL

#### **RENEWABLE ENERGY**

### ADVANCING RENEWABLE ENERGY FOR COMMUNITY RESILIENCE

Accelerating local renewable energy deployment is crucial for reducing carbon emissions, increasing energy independence, and promoting sustainable development. Local solar projects, sometimes coupled with storage, are considered "distributed energy resources (DERs)," which means they provide energy within the communities in which they are found. This is an example of "community resilience," which provides local economic, environmental and social benefits. The Grand Haven Region currently has a modest amount of local renewable energy—solar, in particular. However, opportunities exist to increase this clean energy resource.

### 2.1 FACILITATE COMMUNITY SOLAR PROGRAMS

Establish community solar programs and residential "group buy" discount programs with an installer to reduce the cost of rooftop solar. Additionally, the Region should consider applying for a low-income solar program, such as "Solar for All," which will be launched by the State of Michigan in 2025. Community solar initiatives can expand equity and access to renewable energy and promote community engagement. Locally generated solar on the distribution grid,

along with transmission-delivered solar power, is part of the "next-generation power systems that ensure stability, preserve reliability, and meet economic objectives and customer preferences."

#### 2.2 CONDUCT SOLAR FEASIBILITY STUDY

Conduct Local/Regional Solar Feasibility Study to determine what percentage of renewable energy decarbonization goals can be met in the region and what will need to be purchased by the utility from elsewhere. For example, our data indicates that to meet the "good" decarbonization scenario, the region needs to have 50% renewable energy by 2030-34. How much of this can be met locally, primarily through solar? How much will need to be transmission-delivered from elsewhere? A detailed feasibility study would identify capacity for local deployment on residential and commercial rooftops, community solar projects, solar on brownfields and in road rights-of-way, among other sites. The study would also calculate energy potential, estimated costs, cost-benefit analysis of specific actions, paybacks and ROIs on actions, and a timeline for deployment, positioning the region for a comprehensive implementation program.

<sup>1</sup> National Renewable Energy Laboratory's "Grid Optimization."

#### 2.3 UPDATE SOLAR POLICIES

Review and update, if necessary, local government solar policies in the region. These policies include zoning ordinances, permitting, district overlays, among others. Coordinate among communities and adopt similar policies so there is uniformity to help encourage local solar development. Update Capital Improvement Plans (CIPs) to include and codify renewable energy projects for municipality planning. Periodically, provide workshops on renewable energy technologies-solar, storage, geothermal-for elected officials and appointed community members, such as Planning Commissioners. Further, local governments should consider opportunities for solar at their facilities, such as waterworks, for resiliency and cost-savings in the long run, among other reasons. See more of solar-enabling policies at Strategy 8: Adopt Enabling Clean Energy Policies.

#### 2.4 TRACK FINANCIAL INCENTIVES

Keep current on the financial incentives, rebates, tax credits, and grant programs that help to encourage the adoption of renewable energy options by residents, businesses, and public institutions. Such financing can change year to year. Coordinate with the utilities on their customer rebate and incentive programs, so that "braided funding" from several sources can become available to offset costs of installing solar for community members and businesses. The Community Energy Coordinator and/or Grant-writing Team should be tasked with this responsibility (c.f. Strategies 1.2, 7.1)

#### 2.5 ENGAGE COMMUNITY ON SOLAR

Through the ongoing work of the Grand Haven Sustainability and Energy Commission, keep the focus on the importance and opportunity for distributed solar, in particular, in the region. Track and recognize solar adopters in the community. Encourage local officials and candidates to support rooftop solar and other applications. Organize workshops, informational events, and educational campaigns to engage residents in the transition to clean energy. Host an expo and invite clean energy industry experts and companies to participate. With local and state economic development experts, explore the strategy of accelerating, incubating and supporting the clean energy sector in the region.

#### 2.1 FACILITATE COMMUNITY SOLAR PROGRAMS

GOOD

- Work with BLP to align regional solar initiatives with their existing and planned solar projects.
- Position the region for competitive state solar programs, such as Solar for All, launching in 2025.

 Provide basic educational materials to residents and businesses about the benefits and costs of participating in community solar programs.

#### **BETTER**

- Identify potential sites for community solar projects, including brownfields, rooftops, and underutilized land.
- Conduct feasibility studies to assess community interest, financial viability, and grid integration.
- Consider a solar group buy program to reduce costs for residential rooftop solar installations.

#### BEST

- Develop and implement affordable community-based solar projects over the next 5-10 years, focusing on sites with future growth and environmental impacts in mind.
- Pair solar projects with storage systems to enhance energy resilience.
- Design programs that prioritize equity and accessibility for low- and moderate-income households.

#### 2.2 CONDUCT SOLAR FEASIBILITY STUDY

# GOOD, BETTER, AND BEST

The Sim's Coal Plant provided power through the distribution grid in the region. With its closure in 2021, local power generation ceased to be. Is there interest in a study to determine potential generation from renewables and storage that would compromise a portion of the energy mix in the region—or not? A study would answer the question of the practicality of developing a concerted amount of renewable energy assets on the distribution grid. "Practicality" would include technical and economic limitations, such as suitable locations for solar, grid capacity, and capital and operations costs.

#### 2.3 UPDATE SOLAR POLICIES

# GOOD, BETTER, AND BEST

- Systematically investigate all policies (local, county, state, and federal) that
  affect large-scale or behind-the-meter solar developments. Compare local
  policies to state-enabling standards and determine if updates are needed
  to remove barriers and encourage solar adoption
- Stay informed on policy trends adopted by other municipalities and integrate best practices into local ordinances and permitting processes. Use resources such as student interns, volunteers, or external expertise if funding

is available.

 Coordinate with neighboring jurisdictions to ensure consistency and streamline the adoption of solar-friendly policies.

#### 2.4 TRACK FINANCIAL INCENTIVES

# GOOD, BETTER, AND BEST

- Set up a system in which federal, state, and other resources are monitored on a regular basis, including signing up for notifications, newsletters, and webinars from agencies like EGLE and the U.S. Department of Energy.
- Keep current on industry trends and foundations' giving priorities. Regularly communicate with staff of funding agencies, such as EGLE, to update them on progress here.
- Track projects, costs, and financial offsets garnered as part of this work.

#### 2.5 ENGAGE COMMUNITY ON SOLAR

# GOOD, BETTER, AND BEST

- Use the Grand Haven Sustainability and Energy Commission to educate the community about the benefits of distributed solar through workshops, public events, and outreach campaigns.
- Use the Commission to communicate the key elements of the Community Energy Plan.
- Incorporate a Community Energy Coordinator into the Commission to support efficiency and solar adoption efforts, provide technical guidance, and facilitate partnerships with utilities and local governments.
- Organize an annual event to highlight progress toward solar and decarbonization goals, featuring updates from the Commission, recognition for local projects and information on funding opportunities.
- Pursue collaboration with Michigan Green Communities or similar organizations to adopt model policies and recognize community achievements.

# WHAT OTHERS ARE DOING

- Grand Rapids, MI Solar Projects: Grand Rapids has actively pursued solar energy projects, including the installation of solar panels on city buildings and the development of community solar initiatives.
- Ypsilanti, MI Solar Ypsi: Ypsilanti has been recognized for its Solar Ypsi
  initiative, which promotes solar energy adoption across the city, including
  solar installations on municipal buildings, schools, and homes.

#### TRANSITION TO ELECTRIC VEHICLES

#### AND ENHANCE MOBILITY

### EXPANDING ELECTRIC VEHICLE INFRASTRUCTURE

By transitioning to electric vehicles (EVs) and enhancing other mobility options such as regional transit, the Grand Haven Region can significantly reduce greenhouse gas emissions in the transportation sector over the next 25 years. Additionally, as EVs are powered by an electricity grid increasingly being sourced from renewable energy, the potential cumulative reduction in carbon will be even greater. Opportunities to electrify transportation at a local level typically take two tracks: 1. Providing EV charging infrastructure in public spaces and workplaces to enhance adoption among the public, and 2. Transitioning "fleets" of vehicles (business, government) from fossil-fuel to electric usage.

### SUPPORTING PUBLIC AND FLEET ELECTRIFICATION

These goals are related and yet can differ in their execution. For example, the local governments of Grand Haven, Ferrysburg, and Grand Haven Township could, over time, replace public works vehicles like pick-up trucks with EV equivalents. Typically, these EVs would be used during work hours and charged overnight to be ready for the next day. However, having adequate public EV charging for passenger vehicles, both for locals and the many tourists visiting the

region requires a focus on faster-charging stations ("Levels 2 and 3"), and related siting and infrastructure needs. The State of Michigan is making the transition to EVs and greater mobility options one of the cornerstones of the MI Healthy Climate Plan. EVs are also an economic development priority in the auto industry, which has ties to the region. Expertise and funding are becoming available for local initiatives and will continue for some time.

### 3.1 ENCOURAGE MULTI-MODAL TRANSPORTATION

Promote integrated transportation options that combine EVs with public transit, cycling, walking, and "non-single-car" mobility solutions. While EVs are a solution to reducing emissions in this sector, they are not a solution for automobile congestion. Developing intermodal connections, park-and-ride facilities, and last-mile transportation services can support a seamless and sustainable transportation network. Related, smaller transportation options like electric bikes are increasingly appearing in dense urban areas as alternatives to cars (viz downtown Grand Haven in summer). Harbor Transit, the region's public transportation authority, recently announced plans to upgrade services, increase routes, and buy more electric buses. Electric car-sharing and autonomous ride-hailing may

also be coming one day to the region as the technologies and business cases are refined. Rideshares, "Zip-Car" services, and future autonomous transportation options, all can reduce emissions and make the region less car-centric. Note: The Strategy 1 "good, better, best" choices are the same as they are here.

#### **3.2 SUPPORT FLEET ELECTRIFICATION**

Engage local businesses, government agencies, and organizations to transition their vehicle fleets to electric models. The State of Michigan is working on its own fleet transition plan so accessing its expertise is highly advised. Other public fleet transition plans are available as is consultation. Where on-site solar located at city facilities and where EV fleets can charge is a win-win since at least some of that electricity needed to power a vehicle can come from the sun. Experts in this arena often recommend that creating a fleet transition plan is an important first step for a local government to take.

#### 3.3 CONSIDER MANAGED FLEET LEASING

A variation to 3.2 is switching from a municipally owned fleet to a managed-lease fleet. This option has the potential to offer area governments cost savings, with lower upfront expenses and predictable monthly payments, while reducing maintenance costs and administrative burdens. Leasing provides access to newer, more fuel-efficient vehicles, thus improving reliability and aligning with sustainability goals, while also making it easier to transition to electric vehicles (EVs) as the market evolves. The approach offers flexibility in scaling the fleet to meet changing needs, protects the city from depreciation risks, and ensures transparent financial reporting, ultimately enhancing operational efficiency and allowing the city to focus more resources on serving residents.

#### **3.4 EXPAND EV CHARGING INFRASTRUCTURE**

Invest in the deployment of EV charging stations in public spaces, workplaces, and commercial areas to enhance EV adoption. This expansion

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

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

is happening "organically" already with the BLP noting that there are some 14 public EV charging stations in the region as of summer 2024. These stations may be free to charge or require a fee; may be owned by a pubic or a private entity; may be Level 2 or Level 3 (fast chargers); and may be able to be located with a charger network app, or may not. Some communities in the country have found creating a comprehensive charging siting plan to be worthwhile, which may be a consideration here.

#### 3.5 INCENTIVIZE EV CHARGING

The Grand Haven Board of Light and Power currently offers rebates for EV chargers. Some municipal electric utilities are also adopting polices to encourage residential EV charging to be "off peak," by introducing time-of-use (TOU) rates and a special "EV charging rate" that is less than a typical household rate. This "load shifting" and related efforts, are an initiative of the American Public Power Association, of which BLP is a member. Other financial incentives exist outside of the utilities, such as the federal Investment Tax Credit, for the purchase of an EV. Additionally, car dealerships and manufacturers are pricing EVs to be competitive with gas-engine vehicles as EVs grow to be almost 7% of the market. Notably, hybrid electric vehicles (HEV), which combine a gas engine with a battery, outsold EVs by about 10% in 2024. HEVs have lower emissions than gas-only vehicles, although not as low as EV emissions.

#### **3.6 ENGAGE COMMUNITY ON EVS**

Ongoing education on transportation planning, updates, technology breakthroughs, and electric options—such as in the marine and recreational boating industries—will be needed to keep current in this rapidly changing sector. Coordination, as well, with transportation agencies in county metropolitan planning organizations, the State of Michigan and the federal government will be key. Opportunities for emissions reductions are consequential to achieving overall regional decarbonization goals as transportation becomes electrified. The U.S. Department of Transportation reported to Congress in 2024 that "the transportation sector accounts for about one third of U.S. greenhouse gas (GHG) emissions, more than any other individual sector of the economy. Decarbonizing transportation is critical to addressing the climate crisis and meeting the national goal of net-zero GHG emissions by 2050 and the interim target of 50-52 percent below 2005 levels by 2030." Future-proof mobility decisions today (such as creating more roads and parking) against major national and global trends. What does mobility look like in 2035? Short answer: not like today.

Mobility options such as biking and walking and the growing choices for electric mobility—from scooters to cars to boats—means that there will be constant need for timely information about this rapidly growing sector from reputable sources, such as local government and the BLP. Along with energy efficiency, distributed

renewables, the transportation sector can be the source of deep decarbonization.

#### 3.1 ENCOURAGE MULTI-MODAL TRANSPORTATION

#### GOOD

- Emphasize person-centered urban planning to prioritize alternatives to single-car transportation, such as biking, walking, and public transit.
- Consider developing "green streets" that promote active transportation modes. Area master plans provide both the benchmark where communities are in this regard and what is possible in the future with thoughtful "person-centered" policies for the area. Consider a feasibility study, if necessary.
- Explore fleet leasing options to upgrade municipal and commercial vehicles for improved fuel efficiency, reduced maintenance costs, and incremental EV adoption.

#### **BETTER**

- Expand pedestrian and bike-friendly infrastructure, including solar-powered crosswalk signs and dedicated pathways.
- Encourage policies like "road diets" (fewer car lanes, lower speeds) to improve walkability and safety.
- Work with local utilities and businesses to identify opportunities for EV infrastructure deployment in parking lots and public spaces.

#### **BEST**

- Set a regional goal to improve WalkScores by 20% within five years through integrated urban design and multimodal planning.
- Develop a comprehensive EV charging infrastructure plan, including fast chargers for public and private sectors.
- Implement a managed fleet leasing program for municipal vehicles to increase MPG, reduce operational costs, and facilitate EV transitions.

#### 3.2 ENCOURAGE MULTI-MODAL TRANSPORTATION

#### GOOD

 Develop a fleet transition plan that identifies vehicles for electrification based on usage patterns, replacement timelines, and operational needs.
 Technical assistance support may be available from programs such as Charging Smart.

#### **BETTER**

- Consult Table 12 in Technical Report and Connect with the Michigan Office
  of Future Mobility and Electrification for guidance on prioritizing fleet vehicle
  conversion.
  - Identify funding opportunities for EV procurement, including state and federal grants and utility programs.
- Pilot small-scale EV adoption for light-duty municipal vehicles and monitor performance

#### **BEST**

• Implement a phased timeline for fleet transition: "A phased timeline for conversion can start with a modest portion of the fleet and then steadily increase the percentage of EVs... Some local governments are phasing in this transition by pursuing multi-pronged procurement strategies: purchasing EVs for some agency uses, targeting hybrid vehicles for other uses, and finding renewable diesel vehicles for trucks and other heavy uses."

#### 3.3 CONSIDER MANAGED FLEET LEASING

See Strategy 3.2 for details.

#### 3.4 EXPAND EV CHARGING INFRASTRUCTURE

#### GOOD

 The State of Michigan has several programs for EV charging deployment, including funding through the NEVI program.

#### **BETTER**

• State of Michigan "Charge Up Michigan" Program has funding available "for qualified DCFC EV charging equipment, site preparation, equipment installation, networking fees and signage."

#### BEST

Create and implement a regional infrastructure EV charging plan in coordination with local and county governments, State of Michigan, and transportation planners at the West Michigan Shoreline Regional Development Commission.

#### 3.5 INCENTIVIZE EV CHARGING

#### GOOD

• With BLP programs and other resources, incentivize charging at residential and commercial locations.

#### **BETTER**

Given the marine sector in the region, encourage electric boating. See
Best electric boats: A-Z of the top all-electric models (mby.com) and 5 New
Electric Boats for 2022 – Power Boating Magazine Aqua SuperPower Rapid
Chargers at BCI Marine – Power Boating Magazine.

#### BEST

- Install electric boat chargers and storage at marinas.
- Execute a feasibility study for the electric boat sector similar to those conducted for terrestrial vehicles and develop a long-term plan for recreational and marine electrification in the region.

#### 3.6 COMMUNITY ENGAGEMENT ON EVS

#### GOOD

- Provide residents and businesses with up-to-date information on mobility options, including biking, walking, and emerging electric modes such as scooters, cars, and boats.
- Collaborate with BLP and local government to distribute resources on energy efficiency, renewable energy, EV advancements, and decarbonization strategies.
- Host public workshops to highlight the benefits of transitioning to electric and sustainable mobility solutions.

#### **BETTER**

- Partner with regional transportation agencies, including county Metropolitan Planning Organizations and the State of Michigan, to align local transportation planning with national decarbonization goals.
- Develop outreach campaigns to educate the public on the environmental and economic benefits of electric transportation, including marine and recreational options.

#### **BEST**

 Conduct a "Mobility 2035" study to assess future trends and infrastructure needs, ensuring that decisions made today are aligned with long-term sustainability goals.

# WHAT OTHERS ARE DOING

• Detroit, MI - EV Charging Infrastructure: Detroit has been expanding its EV charging infrastructure as part of the city's broader efforts to support electric vehicle adoption.

#### PAVING THE WAY FOR

#### **ZERO-EMISSION TRANSIT**

#### THE SHIFT TO SUSTAINABLE TRANSPORT

Since 1975, Harbor Transit has been the region's dedicated transit provider, serving as a vital link for residents and visitors alike. Today, Harbor Transit is setting a new standard for sustainability in public transportation. With the support of a \$16 million federal grant, Harbor Transit will design and build a state-of-the-art multi-modal operations center to support a transition to a zero-emission fleet. This new facility will be equipped with advanced fueling and charging infrastructure, vehicle maintenance areas, and electric vans and charging stations, helping the region take significant steps toward cleaner, greener transportation. Additionally, the center will serve as a training and administrative hub for transit providers in the area, preparing the workforce for the green mobility needs of tomorrow.

#### **REVIVING A LEGACY OF ELECTRIC TRANSIT**

This commitment to zero-emission transit isn't entirely new for the area. A half-century before Harbor Transit began its operations, the region was home to an electric rail system known as The Interurban. The Grand Rapids, Grand Haven, and Muskegon electric railroad was a pioneering transit service that provided reliable, comfortable travel across the township, connecting people from Grand Rapids to the lakeshore. Although the line operated only for 26 years, it became a beloved part of local life, offering a glimpse into the future of electrified, efficient public transit. Ultimately, competition from the automobile led to its decline, but the spirit of clean, electric transit is returning through Harbor Transit's leadership in sustainable transportation.



#### PROTECT AND RESTORE

#### LAND AND WATER RESOURCES

### INTEGRATING BROADER SUSTAINABILITY GOALS INTO THE COMMUNITY ENERGY PLAN

This Community Energy Plan, as the name suggests, is primarily focused on energy reduction and non-greenhouse gas emitting generation as means to reduce carbon. Strategies 4 and 5 are also important to reducing carbon and creating healthy environments and places to live and work. These, however, do not typically have energy solutions as their primary catalysts for change. For example, the best way to reduce food waste is not an energy solution, per se. Therefore, strategies here are not weighted as "good, better, best."

Some of these strategies exist already in guiding documents such as master plans, Resilient Grand Haven and the Grand Haven Forest Management Plan. An exercise to determine overlap and funding opportunities between "clean energy and land/water resources" and "clean energy and more sustainable food systems" would be a worthwhile consideration.

### PRESERVING NATURAL ASSETS FOR CARBON REDUCTION

The Lakeshore is remarkable for the natural beauty of its lakes, rivers, forests, and dune systems, which draws people to live and recreate here. Protecting and restoring these "natural" assets" also is a key strategy in reducing green-house gases and the impacts of climate change. Forests, and other habitats, are natural "carbon sinks." Freshwater, an abundancy in the Great Lakes, is found in only three percent of the world. Nevertheless, water quality and usage in the Great Lakes has ongoing challenges.

#### THE WATER-ENERGY NEXUS

More specific to energy, the "water-energy nexus" requires great amounts of energy: the sourcing, treating, and transporting of water for human use is often the top line-item budget expense for a municipality—which is true for our local communities. Electric pumps run constantly. Also, land-development decisions affect the energy situation. New housing and commercial developments need electricity and heating, increasing demand for both. Will those energy resources be sourced from fossil fuels or renewables? Finally, with renewables, such as solar, siting projects can impact lands and waters. Increasingly, emphasis is being placed on local solar developments to be sited in brownfields, on rooftops, parking lots, and other marginal places.

### 4.1 MANAGE STORMWATER AND URBAN RUNOFF

Implement green infrastructure solutions: install

rain gardens and bioswales, green roofs, and permeable pavements; separate combined sewers. Manage better stormwater runoff, reduce pollution, and improve water quality in developed areas. Enhance natural drainage systems to mitigate flooding (which is increasing with climate change) and protect water resources. Promote water conservation practices, such as efficient irrigation methods, water-saving technologies, and drought-resistant landscaping, to reduce water consumption and protect freshwater resources. The Grand Valley Metro Council's Lower Grand River Organization of Watersheds (LGROW) offers a wealth of educational information, programs and regional planning. One step for a more sustainable energy-water nexus is not to pipe rainwater unnecessarily to the water treatment facility, which then uses electric pumps to treat it.

### 4.2 IMPLEMENT REGIONAL SUSTAINABLE LAND USE PRINCIPLES AND PLANNING

Integrate sustainable land use planning principles into local zoning regulations, development policies, and urban growth plans to minimize habitat conversion, limit sprawl, and promote

responsible land management practices. Also, work on shared regional issues and opportunities to take advantage of the economies of scale. Encourage compact, mixed-use development to protect natural areas and reduce environmental impacts. Master Planning updates, mandated by law, provide an established opportunity for improvements in this sector-especially by including soil conservation districts, land conservancies, and other environmental groups in the research and ideation. A promising development in buildings is the combining of air-source or geothermal heat pumps with on-site solar, thus, creating the conditions for a "net-zero" building, especially in new construction. Another strategy is to reduce sprawl into natural areas by revitalizing the current built environment.

### 4.3 SUPPORT REFORESTATION AND AFFORESTATION PROJECTS

Invest in forestation projects to restore degraded lands, increase forest cover, and sequester carbon dioxide. Plant native tree species and engage community members in tree planting initiatives to enhance ecosystem resilience and

#### PLANT MORE TREES

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

#### STRATEGIES AND SUB-STRATEGIES

mitigate climate change. Grand Haven's Sustainability and Energy Commission has been working on a forest management strategy to improve the canopy coverage and health of the trees in urban parks and city streets, and could lead community engagement on this strategy.

Numerous studies are finding urban forests to

be important storehouses of carbon as well as providing a myriad of co-benefits, including reduction of stormwater run-off and enhancement of quality of life for residents and visitors. Importantly, funding for nature-based solutions to climate change impacts has been increasing in recent years.

# WHAT OTHERS ARE DOING

- Washtenaw County, MI Green Infrastructure: Washtenaw County has implemented green infrastructure projects, such as rain gardens and permeable pavements, to manage stormwater and improve water quality.
- Marquette, MI Preserving Natural Areas: Marquette has taken steps to
  protect its natural areas, including the preservation of green spaces and the
  promotion of sustainable land use practices.

### THE GRAND HAVEN

### **SAVE OUR FORESTS CAMPAIGN**

### **ECOSYSTEMS UNDER SIEGE**

Emerging from the individual and collective work of residents over the years has been a growing recognition that the Grand Haven region's forests and related ecosystems—hallmarks of the natural beauty along the Lakeshore—are under siege. The city's forests span 200 acres. These areas offer recreational and aesthetic value, improve air quality, and provide habitats for wildlife. Duncan Woods, an oldgrowth forest, is especially precious with its rare hemlocks and diverse vegetation. However, diseases like oak wilt, hemlock woolly adelgid, and beech bark disease threaten to destroy the tree canopy. Additionally, native plants are declining due to deer overbrowsing, while invasive species thrive. Climate change worsens these issues by weakening trees and facilitating the spread of pests and diseases.

### A COMMUNITY-DRIVEN SOLUTION

In response to these threats, the Forest Management Subcommittee of Grand Haven's Sustainability and Energy Commission was formed in 2022, launching the Save Our Forests campaign to raise funds and take action to preserve our treasured forests. "Educating residents about the health of our forests and raising money to save them are our top priorities." The campaign has planted native trees, improved trails in Mulligans Hollow, and partnered with the West Michigan Conservation Network to control invasive species and treat affected trees. Fundraising efforts have also enabled the purchase of a drone for ecological studies and will further support reforestation projects. Through such actions, the campaign seeks to stop and reverse the loss of these precious natural habitats—work that also has significant decarbonization benefits.



### IMPROVE SUSTAINABLE

### **FOOD SYSTEMS**

#### **ADDRESSING FOOD WASTE**

As with water, the nexus between energy and our food systems is complex and changing. Opportunities exist for clean energy solutions to reduce emissions in this sector. The biggest gains in lowering greenhouse gases could be found in food waste. The global food production system is responsible for 26 percent of greenhouse gas emissions (GHGs); and up to 40 percent of all the food produced for human consumption is wasted; making this sector of the economy one of the largest generators of waste. Worldwide food waste equals a total of 1.3 billion tons per year; Michigan's contribution to food waste accounts for 1.5 million tons lost each year. As a sustainability metric, food waste is second only to energy production for having the largest GHGs and is, therefore, considered by experts to be one of the most important climate change issues to address.

### **BUILDING A SUSTAINABLE FOOD SYSTEM**

Creating a more sustainable food system in the Grand Haven Region can help reduce the cost of food to consumers, increase profits for producers, processors, and retailers in the region, and cut the resulting emissions of climate change gases building up in the atmosphere. Many of the resources needed to implement a food loss/waste strategy are already in place

at the city, county, regional, and national levels. Businesses such as Aldea and Meijer are focusing on food waste reduction opportunities, among other sustainability-related measures.

## 5.1 COLLABORATE ON FOOD WASTE REDUCTION

Join with other communities that are seeking to promote food-loss and waste-reduction solutions. The State of Michigan's Food Waste Roadmap established a goal of reducing food loss and waste by 50% from a 2021 baseline. As part of attaining this goal, the roadmap recommends creating a network of public and private stakeholders to collaborate toward advancing food waste prevention and recycling of organic material in Michigan.

#### 5.2 ENCOURAGE WASTE TRACKING

Encourage citizens and businesses to track and measure their food loss and waste. It is difficult to plan and manage an unknown quantity of waste. Thus, consider providing homeowners with guidance and businesses with low-cost or subsidized food waste audits to help them develop a baseline of knowledge.

#### 5.3 DEVELOP FOOD WASTE INFRASTRUCTURE

Work with city, county, and regional advocates to provide resources to consumers, businesses, and institutions to develop food waste infrastructure. The reduction of food loss and waste is a new environmental area that is just becoming recognized as an important issue to address. Therefore, little public infrastructure exists to support food waste reduction. Needed investments include public education, identification of business opportunities to cut costs from food loss and waste, and investing in end of life solutions like local food waste composting when no other options are available. Local resources include: Ottawa County's Department of Strategic Impact and the West Michigan Sustainable Business Forum.

#### 5.4 INCENTIVIZE SUSTAINABLE INVESTMENT

Incentivize the private and public sectors to invest in local solutions. Because the available food loss and waste reduction infrastructure is currently inadequate to meet the demand for action enormous opportunities exist to incentivize investment in the Grand Haven community. New technologies to reduce food loss from spoilage and other growing/processing inefficiencies is a robust field of growth that the city could target to attract new companies to the area. Encourage local financial institutions to offer loans and financial products designed for sustainable projects.

## 5.5 EXPAND END-OF-LIFE FOOD WASTE SOLUTIONS

Assist local companies to invest and expand into the food waste end-of-life market. Once food has passed its shelf-life, additional opportunities exist to use the organic materials for biomaterial products or made into compost into regenerative soil amendments to use in the region.

#### 5.6 ESTABLISH FOOD RESCUE PROGRAM

Create a coordinated local surplus food rescue program. There are many food pantries and food give away programs for people in need in the community. Do opportunities exist to increase coordination among these efforts?

## 5.7 IMPROVE ENERGY EFFICIENCY IN FOOD SYSTEMS

Food systems are also highly dependent on energy for transportation, lighting, and refrigeration in buildings. Greater energy efficiency, more electric fleet vehicles, and on-site renewable energy or through the utility all help reduce the carbon footprint of those businesses upon which we depend for our sustenance.

WHAT
OTHERS
ARE DOING

Austin, TX -Food Waste Recovery: Austin launched the Food Waste Prevention Week to educate residents and provide resources for reducing food waste, including composting workshops and waste audits.

### ALDEA COFFEE'S

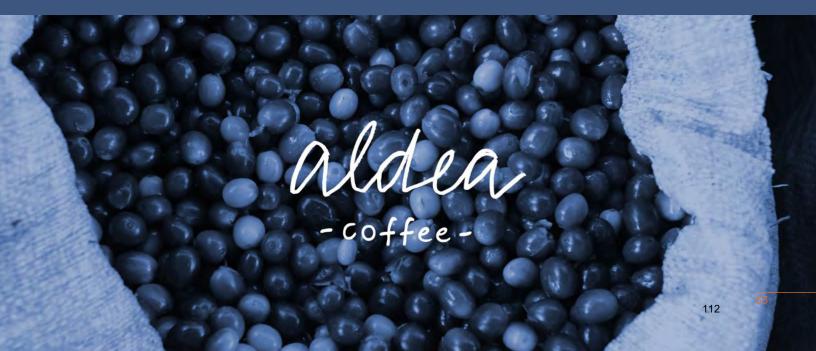
## SUSTAINABILITY MANTRA

### A COMMITMENT TO SUSTAINABILITY

In addition to serving exceptional coffee, Aldea Coffee's Grand Haven shop exemplifies the values of sustainability and social responsibility. As a Certified B-Corporation, Aldea is committed to ethical business practices, environmental stewardship, and community outreach. Their efforts extend to addressing the waste created by our food systems, with a focus on composting organics and properly recycling materials to keep them out of landfills. Aldea also takes steps to reduce single-use waste. The café encourages customers to bring reusable mugs, offers sustainable clay cups through a partnership with GaeaStar, and has eliminated unnecessary items like plastic stir sticks and straws. By fostering these practices, Aldea not only reduces its environmental footprint but also inspires the community to take part in creating a more sustainable future.

### **HARVESTING THE SUN**

Aldea Coffee's sustainability efforts extend beyond their café to their roasting facility in Muskegon, which serves as a model for clean energy and efficiency. The facility is equipped with solar panels that generate renewable energy to power a portion of its operations, underscoring Aldea's dedication to reducing their carbon footprint. Designed with energy efficiency in mind, the roastery minimizes energy consumption while maintaining high standards for coffee quality. These initiatives reflect Aldea's belief that sustainable business practices can go hand-in-hand with delivering exceptional products. Their investment in renewable energy not only supports their operations but also demonstrates how small businesses can lead by example in combating climate change.



### SUPPORT COMMUNITY ENERGY

## **ENGAGEMENT, EDUCATION, AND EQUITY**

## BUILDING CAPACITY FOR LONG-TERM SUCCESS IN CARBON REDUCTION

Strategies 6-9 are "supportive" or "enabling" or "capacity building." They are not implementation, per se, as would be, for example, launching a residential energy-efficiency program. Thus, "good, better, best" are qualifiers that do not apply exactly to these strategies. A community can either choose to do these or some of these or none. Caution should be heeded for the last choice. One of limitations in communities starting and maintaining a deliberate plan to reduce carbon is failing at their capacity. "Investments" of focus/priority, time, and money determine outcomes in the long run, and this plan is for the next 25 years. As with other strategies in this plan, these have proven to be successful in other communities that have embarked on similar energy work.

## ONGOING COMMUNITY ENGAGEMENT FOR LASTING IMPACT

Supporting community energy engagement, education, and equity is crucial for empowering local residents and businesses to participate in and benefit from clean energy initiatives. Importantly, this engagement is not a "one and done," but an ongoing engagement that needs to be prioritized by local governments over the long haul. Reducing carbon in the Grand

Haven Region is an incremental process, taking decades. Much has already improved from 2012-2022, but more will be required to meet the ambitious goals of 2025.

## LEADERSHIP AND EDUCATION TO SUSTAIN MOMENTUM

Similar community energy plans around the state and country recognize the importance of leadership and management to keep momentum moving forward. Many of these plans call for a dedicated community energy advisor, coordinator, or manager. Best practices include keeping the plan—and the progress to the plan's goals—front and center as officials and stakeholders make choices in the future for what gets funded as part of the public trust. Lastly, a community through policies and actions is more sustainable, which, in turns, aligns with programs and funding from state and federal sources.

## 6.1 CREATE A COMMUNITY ENERGY ADVISOR POSITION

This position educates community on energy savings, local renewable energy, and carbon reduction; seeks grant funding for programs and projects. Additional work products include providing building energy audits; leading workshops; liaising with utilities and local units of government; engaging with Michigan Green

Communities, other statewide initiatives, clean energy sector experts and nonprofits. Initial funding for this position, which could be as a contractor, could come from outside grants. This position could also be shared among participating governments. Note: This strategy ranks as one of the "top five" being recommended to local governments to act upon quickly.

6.2 UTILIZE SUSTAINABILITY AND ENERGY COMMISSION

Utilize the City of Grand Haven's Sustainability and Energy Commission to help communicate the key findings and highlights of this energy plan and to work on initiatives. With municipal staff, determine if local zoning ordinances and permitting might benefit from updating to encourage clean energy projects. Consider expanding the commission to include a representative from each of the other participating communities (Ferrysburg and Grand Haven

**BETTER** 

**BEST** 

Township) to continue a regional energy perspective to accomplish goals. Participate in Earth Day event to mark progress on decarbonization goals and inform public.

#### **6.3 FOSTER REGIONAL PARTNERSHIPS**

Collaborate with local governments, nonprofit organizations, educational institutions, regional planning authorities, economic development agencies, community-based organizations to enhance the region's competitiveness in winning clean energy grants from the state and other sources. Take a "landscape" or "watershed" approach to clean energy planning and implementation in the region, which is an emerging idea gaining traction in the country. Universities with a presence here, such as GVSU and MSU Extension, could be key partners for clean energy solutions that "balance[e] attention to place with the urgency to deploy to meet decarbonization goals."

## GOOD • Adopt the similar engagement approaches used by Hollan

CREATE A COMMUNITY ENERGY ADVISOR POSITION

Adopt the similar engagement approaches used by Holland Energy 101 Program, in partnership with BLP.

• Emphasize community engagement and have coordinator be a key member of a "grant-writing" team to make sure that federal/state funding opportunities are identified, determined to be appropriate to community visions and then to respond with proposals.

Include energy professionals to provide building energy audits and related

analyses of clean energy projects. Do this on a trial basis for two years to measure effectiveness. Financing for these services could come from a variety sources, including grants, performance contracts, rebates/incentives, and loans.

# WHAT OTHERS ARE DOING

- Grand Rapids, MI Office of Sustainability: Grand Rapids has an Office of Sustainability that engages the community in energy and sustainability initiatives, offering workshops, educational programs, and volunteer opportunities.
- Lansing, MI Lansing Board of Water & Light Energy: The utility engages residents in energy-saving activities through the home energy visits, education, rebates, and community events.
- Michigan's Catalyst Communities: The City of Grand Haven is a member of Catalyst Communities, a program of the State of Michigan that "is a comprehensive program to provide education, training, planning, and technical resources to local governments as they work toward their sustainability goals. This program offers an array of resources on various environmental, social, and economic topics to help communities across Michigan make a just transition to decarbonization."

### INVEST IN CLEAN

### **ENERGY PROJECTS**

#### BENEFITS OF INVESTING IN CLEAN ENERGY

For a local community, investing in clean energy can have various benefits such as reducing carbon emissions; saving money in the short and long term for the residents, businesses and institutions; and creating direct, indirect and induced economic benefits. Investments in this arena are often characterized as reflecting "the triple bottom line," which benefit the economy, the community, and the environment. More narrowly, clean energy investments can also be evaluated by traditional financial metrics: cost-benefit, high-return yield, ROI (return on investment), and payback period (time need to break even with an investment).

#### FINANCING CLEAN ENERGY PROJECTS

"Capital stacks" to finance a project might be made of a mix of equity, debt, bonds, grants, rebates, and tax incentives, among other instruments. Typically, a municipality considers improving the energy efficiency of a facilities, locating a community solar project, or transitioning its fleet to EVs as infrastructure improvements—similar to replacing obsolete water and sewer systems with new ones.

### STRATEGIC AND OPPORTUNISTIC PLANNING

The recommendation for the region's municipalities is to systematically plan for

clean-energy upgrades in their operations in the short-, mid- and long-term, incorporating these into capital improvement plans, master planning, and the annual budget.

However, governments also need to be opportunistic and to capitalize on opportunities that are unplanned. Often, federal and state grants and loans become available in cycles: available one year, but not the next. In 2024, funding available through the State of Michigan, for example, includes home weatherization, solar programs for commercial and residential buildings, energy management grants for municipalities, and incentives for EV charging infrastructure, among others. In years ahead, this mix will likely change.

## FEDERAL SUPPORT FOR COMMUNITY INVESTMENTS

Also in 2024, the federal Greenhouse Gas Reduction Fund is beginning to make an unprecedented \$27 billion worth on investments in communities "to mobilize financing and private capital to address the climate crisis, ensure our country's economic competitiveness, and promote energy independence while delivering lower energy costs and economic revitalization to communities that have historically been left behind."

#### 7.1 CREATE A GRANT-WRITING TEAM

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

## 7.2 CONDUCT SWOT ANALYSIS FOR FUNDING COMPETITIVENESS

Form an ad hoc group of elected/appointed officials, municipal staff, and regional economic development and financial/funding experts to conduct a SWOT analysis on the region's competitiveness for securing outside investment over the next five years.

### 7.3 SET CLEAN ENERGY PRIORITIES

Through budgetary, Master Planning and other governmental processes, identify municipal clean energy priorities, determining their costs, their returns, and when projects can be moved forward based on funding streams. Create

three-year, five-year, and 10-year plans, so investment streams can align with community goals. Take advantage of the intellectual capital in communities that are already doing this, such as Holland and others within the Michigan Green Communities consortium. Also consider sector-specific funding opportunities such as the PACE Program (Property Assessed Clean Energy) in Ottawa County.

## 7.4 USE COST-BENEFIT ANALYSIS FOR PROJECTS

For both the private and public sector, potential energy projects can be assessed using well-established cost-benefit analysis and other metrics. The utility industry and regulators have various standards in place that weigh the relative benefit of, say, providing deep energy retrofits of commercial downtowns compared to adding solar to their roofs—or, doing both. Five Lakes Energy, the partner on this project, has done this kind of analysis, including a "societal cost test" for municipal utilities including the Traverse City Light and Power. Additionally, the "cost of carbon" and the "value of carbon offsets" are increasingly becoming financial tools in the public and private sectors. The Michigan Department



of Natural Resources is generating carbon credits and selling these to industry to offset their emissions. Moving forward, the Region should consider adding economic performance indicators to the analytic tool provided with this plan, which, per the RFP, focuses on energy and emissions, mostly independent of costs and benefits.

## 7.5 PROMOTE CLEAN ENERGY INNOVATION ECONOMY

The federal and state governments and other funders stimulate The Clean Energy Innovation Economy through all kinds of grants and investments. According to the U.S. Department of Energy, "Transitioning the United States to

a clean energy economy enhances economic growth, energy independence, and the health and well-being of the American people." North Ottawa County could showcase the strides being made by its businesses in this and related arenas, such as sustainability and circular economy. Ottawa County's Department of Strategic Impact, chambers of commerce, MEDC and other economic development agencies, utilities, and business leaders and entrepreneurs represent a wealth of talent available on the Lakeshore. Hosting a summit of these aligned interests could bolster the attractiveness of doing clean energy business in the Region.

# WHAT OTHERS ARE DOING

- Holland, MI Community Energy Plan: Holland's Community Energy Plan includes significant investments in energy efficiency, renewable energy, and district heating projects aimed at reducing the city's carbon footprint.
- Grand Rapids, MI 2030 District: Grand Rapids has been exploring renewable energy options, including wind and solar projects, as part of its 2030 district, a commercial area in which building owners strive for energy efficiency and clean energy solutions.
- Clean Energy Is an Economic Development Strategy: One of the Michigan Economic Development Corporation's (MEDC) priority is clean energy development. "From the manufacturing of electric vehicle charging stations to solar panels and wind turbines, Michigan is a national leader in clean energy investments. The state's clean energy sector, powered by Michigan's growing EV industry, also leads the Midwest in the number of clean energy workers. Additionally, Michigan is ranked as the best state for climate change when considering drought, extreme heat, wildfires, flooding, and climate change preparedness."

### ADOPT ENABLING

### **CLEAN ENERGY POLICIES**

#### **ADOPTING EMISSIONS REDUCTION GOALS**

In reviewing the presented Plan, communities should consider adopting clear emissions reduction goals and strategies as a formal act of local governments. Local unit governments have the option to select the most appropriate course of action based on the "Good," "Better," and "Best" scenario pathways presented in the technical report. This review process will ensure that the selected strategies align with capabilities, interests, and long-term sustainability objectives of the communities supporting this work.

## ALIGNING WITH STATE BENCHMARKS AND GOALS

Emissions goals should be SMART: specific, measurable, achievable, relevant, and time-bound. Following the adoption of a goal, the communities can focus on implementing the selected strategies, regularly reviewing progress, and making adjustments as needed to stay on track.

### **LEARNING FROM REGIONAL EXAMPLES**

The City of Ann Arbor has followed a similar approach, engaging stakeholders, and reviewing multiple decarbonization scenarios before adopting a goal to achieve carbon neutrality by 2030—a goal that now guides policies, actions,

and pursuit of grant funding.

## 8.1 ADOPT ZONING FOR DISTRIBUTED ENERGY

Establish a team of community members and municipalities' staffs to review the status of zoning and permitting policies currently on the books that include "energy" and related items. Determine the efficacy of policies, if policies need to be updated or modified or expunged, and, also, importantly, align policies across local jurisdictions. Consistent policies across local jurisdictions streamline and increase the adoption of renewables, and other distributed energy resources, making the process simpler and more predictable for residents, businesses, and installers. Revisiting these ordinances is a must given the rapid technological challenges in the industry. Two examples: battery storage accompanying distributed solar projects is becoming more common, whereas a few years ago, it was largely nonexistent; publicly accessible EV charging stations in the United States doubled from 2020 to 2024, with forecasts for continued growth.

## 8.2 UPDATE MASTER PLANS TO INCLUDE ENERGY GOALS

As with codes and ordinance, there is variety in local government master plans. Grand Haven

Township, for example, has this in its master plan: "Goal Section 4: Incorporate the use of renewable energy whenever feasible. Goal 7 Section 1: Research the viability of incorporating an incentive-based development plan for all land uses, including energy efficiency and brownfield redevelopment. Goal 8 Section 4: Complete an evaluation of Township buildings and facilities to identify improvements to reduce energy consumption and stormwater runoff and implement those that prove feasible." Governments would be encouraged to review master plans as individual authorities and also as regional neighbors to identify opportunities for updating and providing consistency among actions and goals.

## 8.3 ADOPT SUSTAINABLE PURCHASING POLICIES

Municipalities should implement policies that prioritize energy-efficient products and services in municipal purchases. By adopting Sustainable Purchasing or Environmentally Preferable Purchasing (EPP) policies, municipalities can ensure that public funds support long-term sustainability and cost savings. This may include prioritizing energy-efficient appliances, vehicles with low or zero emissions, and sustainable building materials. Portland, Oregon, has an established a sustainable procurement policy that prioritizes purchasing energy-efficient products, which has led to significant cost savings and emission reductions across city operations. For even greater economies of scale, consider aggregating purchases among local governments.

## 8.4 INTEGRATE ENERGY CONSIDERATIONS INTO DECISION-MAKING PROCESSES

Integrate energy efficiency and environmental impact as key criteria (e.g., "life-cycle cost analysis") in a decision-making framework that evaluates projects, purchases, and policies.

While this inclusion will take time to implement across departments and may require an internal organizational change, it ensures that energy use and emissions are considered from the outset, leading to more sustainable outcomes across all areas of municipal operations. Burlington, Vermont, integrates energy efficiency and renewable energy considerations into all city operations and planning processes, which has helped the city reduce its carbon footprint significantly.

## 8.5 ENCOURAGE DISTRIBUTED SOLAR POLICIES

Adopt and encourage distributed solar polices within updated governmental priorities that evolve with the growing adoption, penetration, and affordability of this renewable energy (along with storage and related technologies). Solar is now the leading source of new electricity generation in the nation. The solar industry has seen dramatic growth and change in the last decade and has more changes ahead. Local governments need to stay abreast of the changes and opportunities. For example, model policies exist for Michigan municipalities that can be adopted now, shortcutting time and effort for cost-conscious governments. Cities

### STRATEGIES AND SUB-STRATEGIES

can also lead by example, as the City of Ferrysburg has with the solar on its city hall. The City of Grand Haven has explored using solar at its facilities and should revisit proposals to implement.

## 8.6 FOSTER REGIONAL COLLABORATION TO ACHIEVE CLIMATE GOALS

Consider continuing the work begun by the Steering Committee by creating an ongoing regional effort that plans for and responds to opportunities for clean energy projects. Many such projects, whether solar developments or EV charging infrastructure, do not necessarily align with the borders of local jurisdictions. Similarly, deliberate collaborations between the public (governments, universities) and private (manufacturers, industrial) sectors should be explored as both can lead the clean energy transition in their own unique ways. The Michigan Economic Development Corporation has made fostering the clean energy sector a strategic priority.

# WHAT OTHERS ARE DOING

- MSU Extension Renewable Energy Ordinance: MSU Extension has developed model zoning ordinances that support the development of renewable energy projects in communities.
- East Lansing, MI Green Building Policy: East Lansing's green building policy encourages sustainable building practices and energy efficiency in new construction and major renovations of municipal buildings.

### TRACK RESULTS AND

### **UPDATE PLAN REGULARLY**

## ESTABLISHING A SYSTEM FOR TRACKING PROGRESS

Tracking results and regularly updating a community energy plan are essential to ensure that goals are being met, strategies are effective, and the plan remains relevant and responsive to changing circumstances, especially as renewable energy is rapidly adopted in Michigan. This plan provides a 2022 "baseline" against which future energy consumption amounts (and carbon equivalents) can be measured. Tracking progress also demonstrates to future outside funders that the community is serious about its commitment to decarbonization. This plan provides an energy and carbon equivalent tracking tool. That said, designating someone or a group of people to input data and keep metrics current could become a challenge for small municipalities.

## ENGAGING THE COMMUNITY THROUGH REGULAR UPDATES

An important next step for participating local governments would to decide the most efficacious way to track data and update this plan, recognizing that creating a usable system is better than a perfect one. Regular updates of reaching clean energy and decarbonization goals should also be an occasion for informing the community, gathering stakeholders for a

meeting/event, and also retooling the plan, if need be. Today, 2050 is a quarter century away and a lot will happen in the meantime.

## 9.1 ESTABLISH KEY PERFORMANCE INDICATORS (KPIS)

Define clear and measurable KPIs that align with the objectives and targets in the community energy plan. Most of the necessary KPIs are established in the plan, such as metrics on energy consumption, greenhouse gas emissions, renewable energy generation, energy savings, and progress on specific initiatives. Going forward, more detailed KPIs will likely need to be added. One such KPI would budgetary/financial (see Strategy 7 for greater detail). Many municipalities use metrics already established in Capital Improvement Plans, which provide a starting point. Cost-benefit analysis for the adoption of clean energy solutions in the private residential and commercial sector could be another needed KPI. Energy programs run by utilities in Michigan to gauge effectiveness use this KPI.

## 9.2 MONITOR PROGRESS AND PERFORMANCE

Regularly collect data and monitor progress towards the defined KPIs to track the implementation of the community energy plan. Use monitoring tools, energy management systems, and reporting mechanisms to assess performance, identify trends, and measure outcomes.

#### 9.3 CONDUCT PERIODIC EVALUATIONS

Schedule periodic evaluations and reviews of the community energy plan to assess its effectiveness, identify successes and challenges, and pinpoint areas for improvement. Conduct in-depth evaluations of specific projects, initiatives, or policies to evaluate their impact on energy outcomes. This work could be complemented by including energy industry experts.

## 9.4 HOLD REGULAR REPORTING AND COMMUNICATION SESSIONS

Develop regular reporting mechanisms to communicate progress, achievements, and challenges related to the community energy plan. Share updates with the public, local government officials, decision-makers, and other stakeholders through reports, presentations, newsletters, and community meetings—and seek feedback and input. Have at the ready details that can help make the case for future funding.

## 9.5 ADAPT TO CHANGING CONDITIONS AND PRIORITIES

Stay flexible and adaptive in responding to changing energy policy developments, technological advancements, and community priorities. Regularly review and revise the energy plan to address emerging challenges, seize new opportunities, and stay aligned with evolving sustainability goals. What was true in the energy world a few years ago is not true today and will not be true a few years from now.

OTHERS
ARE DOING

Arlington Community Energy Plan: Arlington County (Virginia) updated its Community Energy Plan to set ambitious new goals for carbon neutrality, renewable energy adoption, and energy resilience, positioning the county as a leader in climate action.



### INTRODUCTION TO

### THE TECHNICAL REPORT

This Technical Report ("Report") describes the quantitative modeling and analysis conducted in support of the Northwest Ottawa County's local energy planning efforts. In Phase 1 of this work, two separate annual baseline inventories of greenhouse gas (GHG) emissions, ten years apart, were conducted to understand the emissions driven by activities within the service territory of the incumbent municipal electricity utility, the Grand Haven Board of Light and Power (BLP). Using the U.S. EPA's Local GHG Inventory Tool (Community Module), emissions from multiple source categories were calculated and assigned to the Residential, Commercial/Institutional, and Industrial sectors. In Phase 2, three future emissions reduction pathways out to 2050 were developed. These simulated the impact on total GHG emissions of a variety of "Strategies" reflecting different levels of effort and over varying timescales to reduce the community's carbon footprint.

This effort in Northwest Ottawa County mirrors other communities across the globe, which are actively planning for a future in which incidents of climate-related disruptions increase, social and geopolitical pressures to reduce carbon emissions intensify, and economic realities force greater adoption of energy technologies less dependent on coal, oil, and natural gas.

To be most effective with local planning and action, efforts should be informed by the amount of GHG emissions currently released by various sources within the community. There should also be a data-driven understanding of how various emissions reduction measures could contribute to an overall decrease in future emissions. The baseline inventory and scenario development efforts described in this report were conducted to provide the region's residents with this type of applicable information.

This work was undertaken by the Michigan-based firm 5 Lakes Energy under the supervision of prime contractor Michigan Energy Options (MEO) and with the support of local residents and experts. It builds upon earlier research conducted for the City of Grand Haven between May and July 2023 by MSU student intern Graham Diedrich to quantify GHG emissions within the City's jurisdictional borders during calendar year 2022. A difference between this and the previous work is that this study encompasses the City Grand Haven and neighboring jurisdictions, totaling approximately 17 square miles.

The information in this document is organized as follows:

- Section II. Establish GHG Emission Baselines for Calendar Years 2012 and 2022. This section
  describes the methodology and assumptions used to develop the Grand Haven area baseline
  inventories for calendar years 2012 and 2022. It also discusses some of the input data used in
  modeling. Finally, it presents baseline inventory results.
- Section III. Scenarios for Projecting GHG Emissions Pathways. This section describes the methodology, assumptions, and data used to develop the three emissions reduction scenarios out to 2050. These scenarios reflect "Good," "Better," and "Best" pathways which reflect increasingly stringent measures to limit GHG emissions. Interim and final scenario results for 2030, 2040, and 2050 are presented and discussed.
- **Section IV. Summary and Conclusions.** This section highlights the most salient results and findings from the baseline inventory and scenario modeling efforts.
- Section V. Appended Materials for Reference. The modeling for this project involved the collection, management, and preparation of a significant amount of data. This was mostly handled in a series of spreadsheets (sometimes referred to as a "tool"), which are identified in this section, as are other relevant documents created for interpreting and sharing modeling results.

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### A PRIMER ON

### **GREENHOUSE GAS EMISSIONS**

This Technical Report ("The Report") describes analytical research conducted during 2023-2024 to inform the Community Energy Plan ("The Plan") of Northwest Ottawa County. First, greenhouse gas (GHG) emissions inventories for 2012 and 2022 established a baseline for measuring future emissions. Second, scenarios out to 2050 for reducing community-wide GHG emissions along three different pathways were investigated. This work was performed by Michigan-based 5 Lakes Energy under the supervision of prime contractor Michigan Energy Options (MEO) and with the support of local residents and experts.

The methodology underlying this research is consistent with the Global Protocol for Community-Scale Greenhouse Gas Inventories (GPC). Significant aspects of this include:

- Geographic boundary. The Grand Haven Board of Light and Power (BLP) service territory was selected as the area for analysis. This reflects the cities of Grand Haven and Ferrysburg and parts of Grand Haven, Spring Lake, and Robinson Townships.
- *Time period.* In accordance with GPC guidance to use a continuous period of 12 months, the two baseline inventories separately cover the 2012 and 2022 calendar years.
- Greenhouse gases. The analysis covers six of the gases identified in the Kyoto Protocol, specifically: carbon dioxide (CO2), methane (CH4), nitrous oxide (N2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF6).
- Sectors. Results are reported separately for the residential, commercial/institutional, and industrial sectors.
- Emission sources. Input data were organized by Stationary Fossil Fuel Combustion, Mobile Fossil
  Fuel Combustion, Solid Waste Management, Wastewater Treatment, Electricity Consumption,
  Agricultural & Land Management, Urban Forestry, Waste Generation (offsite disposal), Water
  Use (offsite supply/treatment), and Additional Sources.¹

Results of this analysis were generated using the U.S. EPA's Local Greenhouse Gas Inventory Tool. These results are summarized in the figure below which shows annual "metric tons of carbon dioxide equivalent" (MTCO2e) for the 2012 and 2022 baseline years, and the three scenario pathways (good,

<sup>1</sup> The Strategies developed in the Community Energy Plan are categorized in slightly different ways for the practicality of initiating solutions. For example, "Mobile Fossil Fuel Combustion" becomes "Strategy 2: Transition to Electric Vehicles and Enhance Other Mobility Options."

better, best) in 2030, 2040, and 2050.

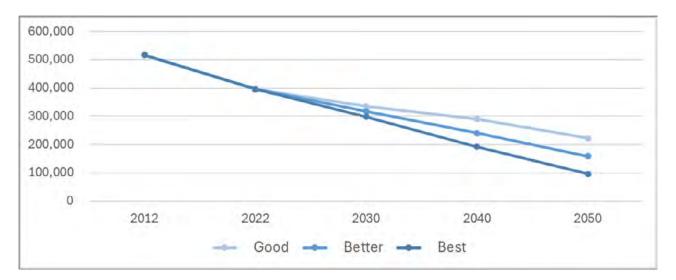


Figure. Community GHG emissions in baseline years and along three scenario pathways (MTCO2e)

### ESTABLISHING GHG EMISSION BASELINES

### **FOR CALENDAR YEARS 2012 AND 2022**

#### A. BASELINE INVENTORY METHODOLOGY

To establish a quantitative point of reference for the Community Energy Plan, two annual GHG emission baseline inventories were conducted for calendar years 2012 and 2022. This "look backward" provides information that can help residents and policymakers see how their activities and behaviors might affect their collective carbon footprint. It can also facilitate setting emission reduction goals and tracking performance toward meeting these goals over time. "You cannot manage (or reduce) what you don't tracks," as the saying goes.

GHG emission inventories are most useful if they follow a systematic, straightforward approach grounded in publicly available data. The two baseline inventories were informed by the Global Protocol for Community-Scale GHG Emissions Inventories (GPC)—the preeminent methodology for cities to measure and report carbon emissions. The GPC standard was jointly developed by World Resources Institute, C40 Cities Climate Leadership Group, and ICLEI Local Governments for Sustainability. It provides cities and local governments with a robust, transparent, and globally accepted framework. The GPC guidance document referenced during this project was "Global Protocol for Community-Scale GHG Emissions Inventories (GPC), An Accounting and Reporting Standard for Cities Version 1.1"

The five-step methodology used for the Northwest Ottawa County baseline inventories are summarized below.

#### STEP 1. ESTABLISH GHG INVENTORY BOUNDARY

An inventory boundary identifies the geographic area, time period, specific gases, and emission sources covered by a GHG inventory. Clearly defining the boundary along these dimensions illuminates where emissions are coming from and points to what actions could be taken to reduce the overall carbon footprint.

**Geographic boundary.** Early in the project planning process, the Grand Haven Board of Light and Power (BLP) service territory was selected as the geographic area of interest. Jurisdictionally, this area comprises the cities of Grand Haven and Ferrysburg and parts of Grand Haven, Spring Lake, and Robinson Townships. Figure 1. shows two depictions of the geographic boundary from the BLP website

(Left) and Michigan Energy Options GIS analysis (Right).



Figure 1. Baseline Inventory Boundary Images from BLP (Left) and Michigan Energy Options (Right)

**Time period.** In accordance with GPC guidance to use a continuous period of 12 months, the two baseline inventories separately cover the 2012 and 2022 calendar years.

**Greenhouse gases.** The baseline inventories consider six of the gases identified in the Kyoto Protocol, specifically: carbon dioxide (CO2), methane (CH4), nitrous oxide (N2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF6). Unsurprisingly, the first three of these gases dominated the final inventory results.

**Emission sources.** The GPC categorizes GHG emissions from local activities across six main sectors including stationary energy; transportation; waste; industrial processes and product use; agriculture, forestry, and other land use; and any other emissions occurring outside the geographic boundary as a result of activities within the geographic boundary. More detail on how these general categories were treated in the baseline inventories is discussed in Step 2 further below.

**Categorizing Emissions by Scope.** Activities taking place within the inventory boundary can generate GHG emissions that occur either inside or outside the boundary. To distinguish between these, the GPC Protocol organizes direct and indirect emissions into three categories— Scope 1, Scope 2 or Scope 3—based on where they occur. These are defined in Table 1. The GPC graphic in Figure 2. further illustrates how Scope 1, 2, and 3 emissions differ from each other.

SCOPE CATEGORY	DEFINITION
Scope 1	GHG emissions from sources located within the inventory boundary
Scope 2	GHG emissions occurring as a consequence of the use of grid-supplied elec-
	tricity, heat, steam and/or cooling within the inventory boundary
Scope 3	All other GHG emissions that occur outside the inventory boundary as a result
	of activities taking place within the boundary

Table 1. GPC scope definitions for GHG inventories

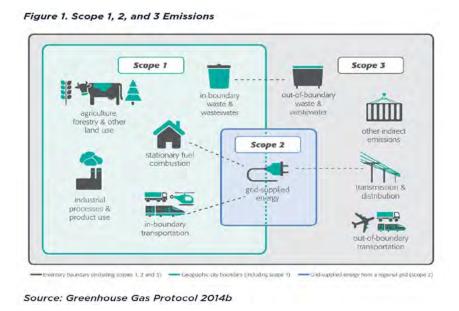


Figure 2. Sources and boundaries of GHG emissions (Source: GPC Protocol)

For more guidance on which out-of-boundary activities can be reported under Scope 3, see Section 3.6 of the GPC Protocol.

### STEP 2. SELECT GHG INVENTORY MODELING PLATFORM

The 2012 and 2022 area baseline inventories were conducted using the EPA State and Local Climate and Energy Program's Local Greenhouse Gas (GHG) Inventory Tool—referred to hereafter as "EPA GHG Inventory Tool" or "the Tool."

For each emission source, the EPA GHG Inventory Tool computes emissions by multiplying activity data by an emission factor associated with the activity being measured. As the GPC Protocol puts it,

<sup>1</sup> This is a straightforward modeling resource consistent with accepted standards such as the GPC Protocol. It is downloadable at no cost as an automated Excel spreadsheet. Instructions for applying the EPA GHG Inventory Tool are available in an accompanying EPA User Guide and in the spreadsheet itself.

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"activity data is a quantitative measure of a level of activity that results in GHG emissions taking place during a given period of time (e.g., volume of gas used, kilometers driven, tonnes of waste sent to landfill, etc.)." Most of the effort involved in using the Tool involves collecting, preparing, and entering activity data into the spreadsheet. These tasks are further discussed in Steps 3 and 4.

An emission factor is the amount of GHG emissions associated with a unit of activity data (e.g., kg of CO2 per kWh of electricity generated). Emission factors generally depend on technology and fuel type. In accordance with the GPC Protocol, the Tool's emission results are reported in metric tonnes of each greenhouse gas type as well as CO2 equivalents (CO2e).

The EPA GHG Inventory Tool is laid out in a series of spreadsheet tabs which reflect the emission sources listed in Table 2. These sources can also be seen in Figure 3. which is a screenshot of the Tool's Table of Contents tab. While the Tool accounts for in-boundary consumption and resulting emissions (across Scopes 1, 2, and 3), it excludes any emissions released from products consumed or services exported outside the boundary.

SCOPE CATEGORY	EMISSION SOURCE/ACTIVITIES	
Scope 1	Stationary Fossil Fuel Combustion	
	Mobile Fossil Fuel Combustion	
	Solid Waste Management	
	Wastewater Treatment	
Scope 2	Electricity Consumption (Location-based, Market-based)	
Scope 3	Agricultural & Land Management	
	Urban Forestry	
	Waste Generation (offsite disposal)	
	Water Use (offsite supply/treatment)	
	Additional Scope 3 Sources	

Table 2. EPA GHG Inventory Tool emissions sources by scope

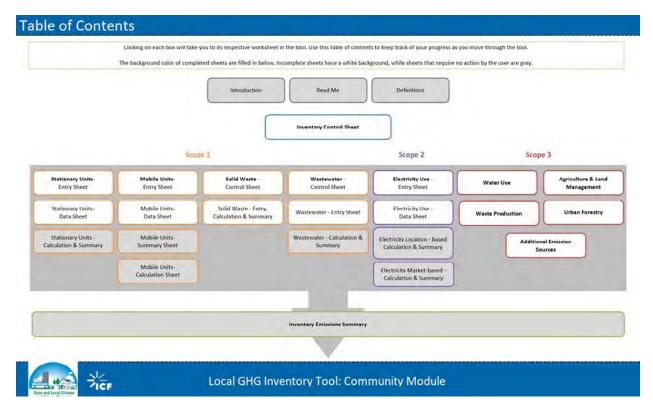


Figure 3. Screenshot of the EPA GHG Inventory Tool's Table of Contents tab

Importantly, Scope 2 emissions are reported in the EPA GHG Inventory Tool using two separate methods:

"Location-based method reflects emissions using only grid-average emission factors. In the US, the standard grid-average emission factors are the US EPA's Emissions & Generation Resource Integrated Database (eGRID). Communities must report Scope 2 emissions using the location-based method.

Market-based method reflects emissions from electricity based on where communities have specifically chosen to procure power. This method derives emission factors from contractual instruments, such as Renewable Energy Credits (RECs) and utility-specific emission factors. Communities have the option to report Scope 2 emissions using the market-based method, in addition to the location-based method, to account for avoided emissions from renewable energy sources."

For detailed information about the EPA GHG Inventory Tool and its application, see the document prepared by ICF for US EPA entitled, "User's Guide Local Greenhouse Gas Inventory Tool: Community Module," (June 2023).

#### STEP 3. DATA COLLECTION AND PREPARATION

As the GPC Protocol states, "data can be gathered from a variety of sources, including government departments and statistics agencies, a country's national GHG inventory report, universities and research institutes, scientific and technical articles in environmental books, journals and reports, and sector experts/stakeholder organizations. In general, it is preferable to use local and national data over international data, and data from publicly available, peer-reviewed, and reputable sources, often available through government publications."

"Where the best available activity data do not align with the geographical boundary of the city or the time period of the assessment, the data can be adapted to meet the inventory boundary by adjusting for changes in activity using a scaling factor. As shown in Equation 1, the scaling factor represents the ratio between the available data and the required inventory data, and should reflect a high degree of correlation to variations in the data. Scaled data can be useful and relevant where data for the inventory year, or city-specific data, are unavailable or incomplete."

Equation 1. Scaling methodology adapted from the GPC Protocol.

Inventory data =  $[(Factor_{inventory data}) / (Factor_{available data})] x Available data$ 

 Available data: Activity (or emissions) data available which needs to be scaled to align with the inventory boundary

Inventory data: Activity (or emissions) data total for the area being analyzed

Factor<sub>inventory data</sub>: Scaling factor data point for the inventory

Factor<sub>evallable data</sub>: Scaling factor data point for the original data

"Population is one of the most common factors used to scale data because, in the absence of major technological and behavioral changes, the number of people is a key driver of GHG emissions, particularly in the residential sector... Other scaling factors, such as GDP or industry yield or turnover, may be more suitable data for economic activities."

The types of input data used by the EPA GHG Inventory Tool to calculate emissions from each source are shown in Table 3. (Source: EPA User's Guide, Table 1).

GHG Sectors	Input Data
Stationary Combustion of Fossil Fuels (e.g. fuel use at residential, commercial, industrial, and electric generating facilities)	Stationary fuel use (by fuel type, by sector)
Electricity Consumption	Electricity consumed (kWh)
	Electric utility
	Utility-Specific Emissions Rate (lb/MWh)*
Mobile Combustion of Fossil Fuels (fuel use	Fuel consumed (by fuel type) (gallons or G.G.E.)
by vehicles)	Vehicle Miles Traveled (miles)
	Vehicle Model Year
	Vehicle Type
Solid Waste Management	City Landfills (number)
	Landfill Gas Collected (MMSCF/yr)
	Fraction of CH <sub>4</sub> in landfill gas
	Landfill Gas Collection Area (fraction)
Wastewater Treatment	Wastewater treatment process details (aerobic, anaerobic, nitrification, denitrification)
	Population served by wastewater treatment system(s) (people)
	Population served by septic systems (people)
	Digester gas produced daily (ft <sup>a</sup> /day)
	Fraction of CH4 in biogas
	System BOD <sub>0</sub> load/influent (kg BOD <sub>5</sub> /day)
	Fraction BOD <sub>3</sub> removed in primary treatment industrial Nitroger load (kg N/day)
	Average total Nitrogen discharged (kg N/day)
Agriculture & Land Management	Synthetic fertilizer use (short tons N)
	Organic fertilizer use (short tons)
	Manure fertilizer use (short tons)
Urban Forestry	Total urban area (km²)
	Urban area with tree cover (%)
Waste Generation	Waste emissions (MTCO <sub>2</sub> e from EPA's Waste Reduction Model)
	Sector contribution to total waste (%)
Water Use	Percentage of imported water (%)
	Water use (gallons)
Additional Emission Sources	GHG emissions from each additional source, by gas (MT CO2e)

Table 3. Input data for each emission source in the EPA GHG Inventory Tool

In general, the EPA GHG Inventory Tool "is pre-programmed with default emission factors and system assumptions needed to calculate emissions from the Global Protocol for Community-Scale GHG Emissions. Default emission factors are generally provided from national or state publications, and provide a relatively accurate estimate of emissions. If local, or site-specific factors are available for your locality, those should be used to overwrite the default factors. Wherever possible in the inventory process, default values are used. The tool provides users the option to use default data or to override default values if they have city-specific information." The EPA GHG Inventory Tool also includes Calculation sheets so that methods and emission estimates are transparent.

### STEP 4. ENTER INPUT DATA INTO THE EPA GHG INVENTORY TOOL

Once activity data is collected, organized, and modified as needed, the process of entering it into the EPA GHG Inventory Tool is straightforward. Section 3 of the EPA User's Guide (Sheet Instructions and Methodology) provides clear instructions for entering input data by emission source.

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In order to facilitate data entry for certain emission sources with multiple lines of input data, the EPA GHG Inventory Tool gives the option of importing a batch of pre-organized data rather than entering individual data records. In conducting the 2012 and 2022 baseline inventories, this option was used for the Stationary Combustion, Mobile Combustion, and Electricity Generation emission sources.

### STEP 5. COMPILE, INTERPRET, AND REPORT BASELINE INVENTORY RESULTS

The final step in conducting a GHG emission inventory is to evaluate the modeling results and share them beyond the project team. To begin, a number of relevant questions could be asked: What emission source or sources are responsible for most of the community's carbon footprint? Do the results make sense given what else is known about local context and activities? How can various aspects of the modeling process—such as data availability, data quality, simplifying assumptions, and so forth—inform conclusions about the accuracy and precision of the results?

Even while these and other thoughtful questions are being considered, inventory results should be communicated as effectively as possible to all relevant stakeholders assuming a likely mix of technical and subject matter experts and non-experts alike.

### **B. BASELINE INVENTORY DETAILS BY EMISSION SOURCE**

This section discusses the collection, management, and use of input data used for the baseline inventories. In the end, the most dependable resource on EPA GHG Inventory Tool input data preparation and entry is the EPA User's Guide.

In general, publicly available digital data from 2022 is easier to find and retrieve than from 2012. For this reason, the modeling team decided to conduct the 2022 baseline inventory before the 2012 baseline inventory. The following discussion matches this sequence.

#### **B1. 2022 BASELINE INVENTORY DETAILS BY EMISSION SOURCE**

**Stationary Sources (Scope 1).** Table 4. summarizes Stationary Source data preparation for each sector.

SECTOR	DATA PREPARATION STEPS
Residential	Obtain household heating fuel mix by local jurisdiction
	from the 2022 American Community Survey (ACS).
	Scale 2022 ACS data to compute BLP service territory
	households using BLP population factors for each jurisdic-
	tion within the study boundary.
	Apply annual fuel sales per household using Michigan
	Gas Utilities (MGU) annual sales/customer data from
	MPSC for natural gas, and U.S. EIA annual sales/customer
	data for propane and fuel oil.
Commercial/Institu-	Assume natural gas for all commercial on-site fuel com-
tional	bustion.
	Apply MGU annual sales/customer data from MPSC to
	number of BLP commercial and municipal meters com-
	bined.
Industrial	Assume natural gas for all industrial on-site fuel combus-
	tion.
	Given that MPSC annual sales/customer data for indus-
	trial sector for MGU is much higher than both Consumers
	Energy and statewide figure, conservatively assume Con-
	sumers Energy annual sales/customer.
	<ul> <li>Apply this figure to number of BLP industrial meters.</li> </ul>

Table 4. EPA GHG Inventory Tool Stationary Source data preparation

See the following appended material for reference:

- Spreadsheet "GH Data Inputs Spreadsheet", Tab "Stationary Fuel"
- Spreadsheet "MGU Summary Data", Tab "Residential\_2022"
- Spreadsheet "MGU Summary Data", Tab "Commercial and Industrial\_2022"

**Mobile Sources (Scope 1).** The GPC Protocol advises that "at minimum, communities should calculate the total in-boundary tailpipe emissions from on-road transportation." This was done for the baseline inventories. County-level vehicle miles traveled (VMT) were obtained from MDOT and scaled to the study boundary by population. Local VMT were then assigned to specific vehicle types using the

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statewide VMT vehicle mix obtained from U.S. EPA's Mobile Combustion Module. (Note: While EPA's most recent annual statewide VMT data were from 2020, it was decided, given 2020's significantly lower figures coinciding with the COVID pandemic, to use 2019 data as a better proxy for 2022 activity levels.)

Once entered into the EPA GHG Inventory Tool, the modified VMT data was multiplied by default fuel economy factors and emission factors to yield annual fuel consumption and GHG emissions for each vehicle type. An exception to this method was made for public transit vehicles. In-boundary bus activity was estimated using recent VMT data for specific transit vehicle types as reported by Harbor Transit. For 2022, the Harbor Transit fleet was modeled as 15 gasoline-fueled and 10 LPG-fueled vehicles traveling an average of 40,000 miles per month. Estimated aviation activity data was taken directly from the 2022 City of Grand Haven inventory.

Other mobile sources were not included in the 2022 baseline inventory due to data constraints and the project time allotted for data gathering and preparation. Specifically, these sources were not included: active transportation (residential walking and biking behaviors), rail transportation (a single freight railway runs through the study boundary and sees mostly through traffic), marine transportation (efforts to glean useable data from local marina operators and others such as the U.S. Coast Guard, were unsuccessful), and off-road vehicles (likely a much smaller impact as compared to onroad vehicles). If dependable activity data is later found for any of these mobile sources, the 2012 and 2022 baseline inventories could be revised to include them.

See the following appended material for reference:

- Spreadsheet "GH Data Inputs Spreadsheet", Tab "Onroad1"
- Spreadsheet "GH Data Inputs Spreadsheet", Tab "Onroad2"
- Graham Diedrich, 2022 City of Grand Haven Greenhouse Gas Inventory Summary Report

**Solid Waste Source (Scope 1).** To compute emissions related to Solid Waste, the EPA GHG Inventory Tool poses a threshold question: "Is there a landfill treatment facility located within the geopolitical boundary of your community?" In answering "No" to this question for the study boundary, the modeling team took the option of reporting emissions for locally generated waste and landfilled elsewhere as Scope 3 emissions. To calculate Scope 3 emissions from waste, EPA's Waste Reduction Model (WARM) was used. For further discussion, see the section below on Waste Production (Scope 3).

Wastewater Treatment Source (Scope 1). Input data from the City of Grand Haven 2022 inventory was scaled to the study boundary by population. It should be noted that energy consumed for wastewater treatment within the study boundary is already reflected in the Stationary Source and Electricity sections of the EPA GHG Inventory Tool and assigned to the commercial/institutional sector. If separate accounting of wastewater treatment emissions is desired, the 2022 baseline inventory input data could be revised by creating a subcategory of wastewater energy consumption within the commercial/institutional sector in the EPA GHG Inventory Tool.

See the following appended material for reference:

- Spreadsheet "GH Data Inputs Spreadsheet," Tab "Wastewater"
- 2022 City of Grand Haven Greenhouse Gas Inventory Summary Report

**Electricity Consumption Source (Scope 2).** Any electricity generated and consumed within the inventory boundary should be accounted for in the Stationary Source section (Scope 1) of the EPA GHG Inventory Tool. All other electricity consumed and supplied by the grid should be modeled as Electricity Consumption (Scope 2). For the 2022 baseline inventory, all electricity sold within the study boundary was assigned to Scope 2. BLP provided 2022 electricity sales for the residential, commercial, industrial, and municipal sectors. The residential and industrial data were entered directly into the EPA Tool. The commercial and municipal data were combined and entered into the EPA Tool as the commercial/institutional sector.

The EPA Tool calculates location-based Scope 2 emissions by applying the eGRID emissions rates included in the spreadsheet. To compute market-based Scope 2 emissions, BLP's Renewable Energy Credits (RECs) were accounted for by entering the percentage of renewable energy secured by BLP in 2022. The resulting REC kWh were then assigned to the residential, commercial/institutional, and industrial sectors by relative sales to these sectors. Following EPA guidance, an emission factor of zero was assumed for renewable electricity. Emissions for the balance of electricity—supplied by non-renewable generators—were computed using the EPA Tool's default eGRID emissions rates.

See the following appended material for reference:

- Spreadsheet "GH Data Inputs Spreadsheet," Tab "Electricity1"
- Spreadsheet "BLP Master Spreadsheet," Tab "BLP Summary Data"

Imported Water Source (Scope 3). The EPA GHG Inventory Tool can calculate emissions caused by water imported into the study boundary. Because no water imports were assumed, the 2022 baseline inventory did not score any Scope 3 emissions for this source. Rather any electricity and on-site fuel combustion associated with supplying water within the inventory boundary are already reflected in the Stationary and Electricity Consumption Sources in the EPA Tool. If separate accounting of emissions from supplying water is desired, the 2022 baseline inventory input data could be revised by creating a subcategory of water supply energy consumption within the commercial/institutional sector in the EPA GHG Inventory Tool.

Agriculture and Land Management Source (Scope 3). This section of the EPA GHG Inventory Tool is where Scope 3 emissions associated with fertilizer application are computed. Visual inspection of Ottawa County land cover maps showed minimal farmland within the study boundary, which was largely developed by 2006. A conservative assumption was made to include all agricultural acreage in Spring Lake Township reported in that year. Applying an annual nitrogen loading figure from MSU Extension yielded 7.55 tons/year of nitrogen, which the EPA Tool used to compute Scope 3 emissions from this source.

See the following appended material for reference:

- Spreadsheet "GH Data Inputs Spreadsheet", Tab "Ag\_Land\_Urban"
- Spreadsheet "GH Data Inputs Spreadsheet", Tab "Agriculture1"
- Spreadsheet "GH Data Inputs Spreadsheet", Tab "Agriculture2"

**Urban Forestry Source (Scope 3).** This section of the EPA GHG Inventory Tool is where the Scope 3 emissions associated with urban trees managed by the community are computed. Changes in carbon stocks in urban trees are calculated by estimating the total urban area, the percentage of that urban area with tree cover, and applying a carbon storage factor to estimate carbon sequestration from urban trees. Tree cover data from the 2022 City of Grand Haven inventory was scaled using the ratio of the study boundary area (obtained from Michigan Energy Options) to the City of Grand Haven area (obtained from US Census data).

See the following appended material for reference:

Spreadsheet "GH Data Inputs Spreadsheet," Tab "Ag\_Land\_Urban"

2022 City of Grand Haven Greenhouse Gas Inventory Summary Report

**Waste Production (Scope 3).** The 2022 baseline inventory assumed that no major landfill operates within the study boundary; therefore, the EPA's WARM model was used to compute Scope 3 emissions caused by solid waste generated within the study boundary and exported to an out-of-boundary landfill in Ottawa County.

To prepare input data for the WARM model, solid waste data from the 2022 Grand Haven GHG inventory was obtained; specifically, pounds of solid waste generated per household (residential) and pounds generated per square foot (commercial and industrial), as well as commercial and industrial floorspace within the City of Grand Haven. The residential figure was scaled to the study boundary by population. To scale commercial and industrial floorspace, the City of Grand Haven figures were adjusted using the ratio of total BLP commercial and industrial meters to BLP meters in City of Grand Haven. Finally, these residential, commercial, and industrial results were summed, assigned to specific waste material types using MSW mix data from EPA, and entered into the WARM model. Finally, the Scope 3 solid waste emissions result computed by WARM was entered into the EPA GHG Inventory Tool.

See the following appended material for reference:

- Spreadsheet "warm\_v16\_Grand Haven Community\_v1" which is the application of EPA's WARM model
- Spreadsheet "GH Data Inputs Spreadsheet," Tab "Solid Waste"
- Spreadsheet "GH Data Inputs Spreadsheet," Tab "Solid Waste\_WARM inputs"
- Spreadsheet "GH Data Inputs Spreadsheet," Tab "Scaling Factors"
- Graham Diedrich, 2022 City of Grand Haven Greenhouse Gas Inventory Summary Report
- Kent County Department of Public Works: 2021 Municipal Solid Waste Characterization Study, GBB, March 2022.
- MSW mix, US EPA (online source: https://archive.epa.gov/epawaste/nonhaz/municipal/web/ html/index.html)

**Additional Sources (Scope 3).** The EPA GHG Inventory Tool has the option of including emissions from additional sources. Food production was included in the 2022 baseline inventory for several reasons. First, this activity's emissions figure, while relatively small, is large enough to appear in the aggregate

results. Second, estimating these emissions is simply a matter of multiplying population by the per capita emission factor obtained from the University of Michigan's Center for Sustainable Systems. Third, because food shopping, preparation, and eating are universal behaviors, the topic of food-related emissions can help to engage and educate all members of the community about their personal carbon impacts. Food waste, in fact, is second only to energy for producing greenhouse gases and thus our team deemed it worthy to include as a "Strategy 5: Improve Sustainable Food Systems."

See the following appended material for reference:

Spreadsheet "GH Data Inputs Spreadsheet", Tab "Other Emissions"

### **B2. 2012 BASELINE INVENTORY DETAILS BY EMISSION SOURCE**

The modeling team followed the same methodology for conducting the 2012 baseline inventory. In general, and where applicable, 2022 activity data were scaled to 2012 and entered into the 2012 baseline version of the EPA GHG Inventory Tool. For calculations of population and household scaling factors, see the following appended material:

- Spreadsheet "GH Data Inputs Spreadsheet," Tab "Scaling Factors"
- Spreadsheet "GH Data Inputs Spreadsheet," Tab "2012 Scaling"

The rest of this section presents noteworthy information on how 2012 input data was developed for each emission source.

**Stationary Sources (Scope 1).** 2022 residential stationary source emissions were scaled to 2012 by population. For commercial/institutional and industrial stationary source emissions, the same methodology followed for 2022 was applied using 2012 source data.

Because BLP generated electricity within the inventory boundary in 2012, these Scope 1 emissions had to be accounted for as "stationary" sources. 2012 BLP electricity generation data was obtained from the EIA-923 dataset. This yielded amounts of fuel consumed and electricity produced for each fuel type by the JB Sims plant (coal and natural gas) and the Grand Haven Diesel Plant (distillate fuel oil). Total Scope 1 electricity generated within the study boundary in 2012 was computed as 236,418,511 kWh.

See the following appended material for reference:

- Spreadsheet "GH Data Inputs Spreadsheet," Tab "Stationary Fuel"
- Spreadsheet "MGU Summary Data," Tab "Residential\_2012"
- Spreadsheet "MGU Summary Data," Tab "Commercial and Industrial\_2012"
- Spreadsheet "MGU Summary Data," Tab "Electricity2"

**Mobile Sources (Scope 1).** The same methodology followed for 2022 was applied using 2012 data from EPA (statewide VMT mix by vehicle type) and MDOT (county-level VMT). For bus vehicles, 2022 Harbor Transit assumptions were scaled to 2012 by population. In addition, all Harbor Transit vehicles in 2012 were assumed to be gasoline-fueled. Because 2022 fuel economy factors were assumed for 2012, the 2012 mobile source emission results are likely to be somewhat lower than actual.

See the following appended material for reference:

- Spreadsheet "GH Data Inputs Spreadsheet", Tabs "Onroad Notes," "Onroad1," and "Onroad2"
- Spreadsheet "GH Data Inputs Spreadsheet", Tabs "Onroad Notes," "Onroad1," and "Onroad2"

**Solid Waste Source (Scope 1).** The 2022 waste stream tonnage was scaled to 2012 by population. The 2022 MSW mix was assumed for 2012. See the following appended material for reference:

- Spreadsheet "GH Data Inputs Spreadsheet" in Tab "Solid Waste"
- Spreadsheet "GH Data Inputs Spreadsheet" in Tab "Solid Waste\_WARM inputs"
- Spreadsheet "warm\_v16\_Grand Haven Community\_v2\_2012"

**Wastewater Treatment Source (Scope 1).** The 2022 waste stream tonnage was scaled to 2012 by population. See the following appended material for reference:

Spreadsheet "GH Data Inputs Spreadsheet" in Tab "Wastewater"

**Electricity (Scope 2).** 2012 electricity sales data by sector was unavailable from BLP. Given the strong correlation between EIA-861 annual electricity sales and the same information derived from BLP monthly sales data for calendar years 2019, 2020, 2021, and 2022, it was reasonable to base 2012 BLP sales on EIA-861 data for that year.

### TECHNICAL REPORT

It was further assumed that all BLP electricity generated in-boundary in 2012 was purchased by BLP customers (and reported as Scope 1 stationary source emissions). The difference between 2012 BLP sales (based on EIA-861 data) and 2012 BLP in-boundary generation (based on EIA-923 data) was assigned to Scope 2 and spread across the residential, commercial/institutional, and industrial sectors using the EIA-861 sales mix by sector in 2012. The resulting estimate of imported electricity in 2012 was 44,873,489 kWh.

See the following appended material for reference:

- Spreadsheet "BLP Master Spreadsheet", Tab "EIA-861 Comparison"
- Spreadsheet "GH Data Inputs Spreadsheet", Tab "Electricity2"

**Imported Water Source (Scope 3).** Given the assumption that no water was imported to the study boundary in 2012, any electricity and on-site fuel combustion associated with supplying water within the study boundary that year are already reflected in the Stationary Combustion and Electricity Consumption Sources of the EPA Tool. If separate accounting of emissions from supplying water is desired, the 2012 baseline inventory input data could be revised by creating a subcategory of water supply energy consumption within the commercial/institutional sector in the EPA GHG Inventory Tool.

**Agriculture & Land Management Source (Scope 3).** 2022 input data for this source was assumed for the 2012 baseline inventory.

**Urban Forestry Source (Scope 3).** 2022 input data for this source was assumed for the 2012 baseline inventory.

**Waste Production (Scope 3).** All solid waste generated within the community in 2012 was assumed to be exported to landfill operations outside the study boundary. As with the 2022 baseline inventory, Scope 3 emissions from solid waste production were computed using EPA's WARM model with 2022 solid waste inputs scaled to 2012 by population. The 2012 WARM results were entered directly into the EPA GHG Inventory Tool. See the following appended material for reference:

 Spreadsheet "warm\_v16\_Grand Haven Community\_v1" which is the application of EPA's WARM model **Additional Sources (Scope 3).** 2022 food production input data was scaled to 2012 by population. See the following appended material for reference:

Spreadsheet "GH Data Inputs Spreadsheet", Tab "Other Emissions"

### C. BASELINE INVENTORY RESULTS

In 2022, activities within the study boundary caused gross total emissions of 395,795 MT CO2e and net total emissions of 389,474 MT CO2e. Per capita emissions within the study boundary that year were 14.48 MT CO2e per person. In 2012, gross total emissions were 517,085 MT CO2e and net total emissions were 510,765 MT CO2e. Per capita emissions within the inventory boundary that year were 19.69 MT CO2e per person.

Table 5. and Figure 4. present total emissions by source for the 2012 and 2022 baseline years. Note that net emissions include the impact of GHG removal associated with urban forestry sequestration potential, represented by negative emissions associated with that source. Negative emissions also occur for solid waste generation in both years. This is due to EPA's WARM model returning a result less than zero, indicating avoided lifecycle GHG emissions, which is likely caused by the landfill gas (LFG) collection system displacing electricity grid emissions. The overall impact of these negative results on total emissions is minimal.

	202	22	20	12
Source	MT CO2e	Percent	MT CO2e	Percent
Stationary Combustion	112,906	28.5%	340,125	65.8%
Mobile Combustion	99,024	25.0%	87,212	16.9%
Solid Waste	0	0.0%	0	0.0%
Wastewater Treatment	15,059	3.8%	14,479	2.8%
Electricity	123,870	31.3%	32,088	6.2%
Ag & Land Management	54	0.0%	54	0.0%
Waste Generation	-2,009	-0.5%	-1,930	-0.4%
Other	46,891	11.8%	45,057	8.7%
Total (Gross Emissions)	395,795	100.0%	517,085	100.0%
Urban Forestry	-6,321	-1.6%	-6,321	-1.2%
Total (Net Emissions)	389,474	98.4%	510,765	98.8%

Table 5. GHG emissions by source in 2012 and 2022 (MT CO2e)

In 2012, stationary combustion accounted for nearly two-thirds of total emissions with in-boundary BLP electricity generation dominating that source. During the following decade, the J.B. Sims coal plant and other BLP-operated generating units were retired, and this activity was eliminated from the

stationary combustion sector. For 2022, it was assumed that all electricity sold by BLP was supplied from the MISO grid. This explains the significant increase in electricity emissions (Scope 2) by the end of the decade.

The sizeable decrease in total emissions from 2012 to 2022 likely reflects a relatively lower emissions profile of the MISO grid in 2022 compared to BLP's local generation portfolio in 2012. Other sources show only modest changes between 2012 and 2022, mostly due to population-related scaling factors and, in the case of mobile sources, to the growth in reported vehicle miles traveled (VMT) across the intervening decade.

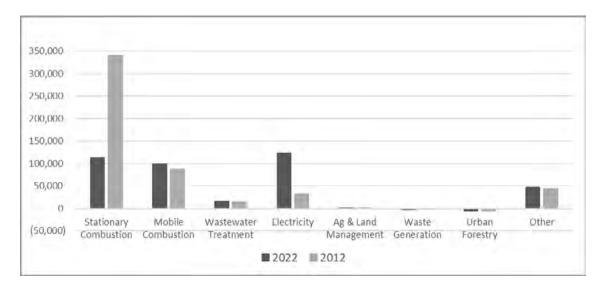


Figure 4. Comparison of 2012 and 2022 total net emissions by source (MT CO2e)

Table 6. presents 2012 and 2022 gross emissions by sector. Again, the most obvious change is the elimination of in-boundary electricity generation by 2022.

	202	22	20	12
Sector	MT CO2e	Percent	MT CO2e	Percent
Residential	217,668	55.0%	166,803	32.3%
Commercial/Institutional	99,234	25.1%	52,463	10.1%
Industrial	78,893	19.9%	35,263	6.8%
Energy Generation	0	0.0%	262,557	50.8%
Total (Gross Emissions)	395,795	100.0%	517,085	100.0%

Table 6. Gross Emissions by Sector (MT CO2e)

For the 2012 and 2022 baseline inventory versions of the EPA GHG Inventory Tool, see the following appended materials:

## TECHNICAL REPORT

- Spreadsheet "Grand Haven\_Community GHG Inventory\_2022\_v3," Tab "Summary-Emissions"
- Spreadsheet "Grand Haven\_Community GHG Inventory\_2012\_v2," Tab "Summary-Emissions"

# SCENARIOS FOR PROJECTING

# **GHG EMISSIONS PATHWAYS**

Using the 2012 and 2022 baseline inventories as reference points, the modeling team developed forward-looking scenarios to investigate how various carbon reduction measures could impact future emissions. Three different scenario pathways labeled "Good," "Better," and "Best" were designed to represent increasingly ambitious levels of decarbonization by the community.

Scenarios were projected forward from 2022 to 2050. To create each scenario pathway, interim years 2030 and 2040 were modeled in addition to target year 2050. Table 7. shows the basic framework requiring eleven separate GHG inventories—the two baseline inventories completed for 2012 and 2022 and nine scenario inventories to examine each scenario pathway in 2030, 2040, and 2050.

SCENARIO					
PATHWAY	2012	2022	2030	2040	2050
"Good"	0010 D	2022 Base-	Good (2030)	Good (2040)	Good (2050)
"Better"	2012 Baseline	line Inven-	Better (2030)	Better (2040)	Better (2050)
"Best"	Inventory	tory	Best (2030)	Best (2040)	Best (2050)

Table 7. Three scenario pathways modeled for carbon reduction

### A. METHODOLOGY AND SCENARIO DESCRIPTIONS

The methodology for scenario analysis closely aligned with the modeling team's approach to conducting the baseline inventories. Separate versions of the EPA GHG Inventory Tool were created for each of the nine scenario projections shown in Table 7. Input data was prepared for each version to simulate GHG reduction measures taken by local residents, businesses, institutions, and policymakers. Given the time allotted for this work, it was necessary to narrow the focus to those emission sources with the greatest opportunity to impact total GHG emissions. The sources selected for scenario analysis were Stationary Combustion (Scope 1), Mobile Combustion (Scope 1), and Electricity (Scope 2). Together these three sources accounted for 84.8% of total gross emissions in the 2022 baseline inventory.

To develop scenario input data, the three pathways were represented by combining multiple measure types into "Good," "Better," and "Best" carbon reduction portfolios. Table 8. identifies those measure types applied over time for each of the selected sources.

SOURCE	CARBON REDUCTION MEASURES
	Building envelope improvements (insulation, air sealing, etc.)
Stationary Combustion	Non-envelope energy efficiency improvements
	Electrification of fossil-fueled space and water heating equipment
	Reduction of vehicle miles traveled
Mobile Combustion	Displacement of internal combustion vehicles by electric vehicles
Electricity	Continued increase in renewable electricity to supply BLP sales

Table 8. Carbon reduction measures modeled in each scenario, by source

### APPROACH TO POPULATION

Given the potential impact of changes to population on future GHG emissions, careful consideration was given to the treatment of this parameter in the scenario analysis. It was decided to assume constant population during the 2022-2050 study period for several reasons. First, including population as a variable along with the carbon reduction measures would have likely doubled or tripled the number of EPA Tool versions needed for scenario analysis. This would have complicated the distillation and analysis of final results. Second, recent trends show that while Ottawa County has seen meaningful population growth, the Grand Haven area is significantly developed and not expected to experience similar growth. Finally, although the local population is almost certain to change in the coming decades, both upward and downward population pressures could act simultaneously, making it reasonable to assume the cancellation of some effects by others during 2022-2050.

### STATIONARY COMBUSTION MEASURES

Building-related scenarios for the residential and commercial/institutional sectors were developed using National Renewable Energy Lab (NREL) datasets known as ResStock and ComStock. These datasets provide hourly energy usage by end use and fuel type over a representative year. From ResStock, 8760-hour end use load profiles for five residential building types are available. Together these reflect nearly the entire residential building inventory within the study boundary. From ComStock, 8760-hour end use load profiles for fourteen commercial building types are available. Together these types reflect about two-thirds of the U.S. commercial building stock. The simplifying assumption was made to represent the study boundary's entire commercial building inventory with ComStock. Michigan-level ResStock and ComStock hourly profiles were then scaled to the study boundary using 2022 BLP sales for electricity and 2022 estimated fuel consumption for natural gas (residential and commercial), propane (residential), and fuel oil (residential). This process yielded a reasonable model of 2022 hourly end use electricity and on-site fuel load profiles for the residential and commercial/

institutional sectors within the study boundary.

### **BUILDING ENVELOPE UPGRADES**

The ResStock and ComStock datasets both include adjusted electricity and fuel end use load profiles for each building type to simulate the energy impacts of building envelope upgrades. NREL publishes these results in the form of end use savings shapes (EUSS) for the residential and commercial building types in the NREL dataset. For residential buildings, the EUSS profiles used for modeling the Grand Haven community reflect these envelope measures:

- Attic Floor Insulation, IECC level R-60 for homes with less than R-38
- General Air Sealing, 30% total reduction in  $ACH_{50}$  applied to homes with greater than 10  $ACH_{50}$
- Duct Sealing, Ducts improved to 10% leakage, R-8 insulation applied to homes with leakier or less-insulated ducts
- Wall Insulation, R-13 drill-and-fill insulation applied to homes with wood stud walls and no insulation
- Foundation Wall and Rim Joist Insulation, add R-10 interior insulation to foundation walls and rim joints
- Finished Attic and Cathedral Ceiling Insulation, R-30

For commercial buildings, the EUSS profiles used for modeling the Grand Haven community reflect these envelope measures:

- Wall Insulation, applied to buildings not already meeting R-value targets
- Roof Insulation, applied to buildings not already meeting R-value targets
- New Windows, applied to non-triple-pane windows

More information about these EUSS can be found in the NREL PDF documents "euss-resround1-webinar" and "euss-commercial-webinar2."

For each of the nine scenario models, the load profiles, adjusted for building envelope improvements using the EUSS, were applied to the residential and commercial building stocks at the measure adoption rates presented in Table 9.

RESIDENTIAL SECTOR									
SCENARIO PATHWAY	2030	2040	2050						
Good	5.0%	27.5%	50.0%						
Better	10.0%	42.5%	75.0%						
Best	15.0%	57.5%	100.0%						
COMMERCIAL/INSTITU	ITIONAL AND I	NDUSTRIAL SECTORS							
SCENARIO PATHWAY	2030	2040	2050						
Good	3.0%	21.5%	40.0%						
Better	7.0%	36.0%	65.0%						
Best	10.0%	50.0%	90.0%						

Table 9. Adoption rates assumed for building envelope upgrades and building electrification, by sector

Because hourly energy load profiles including EUSS were unavailable for industrial facilities, the impact of building envelope upgrades in this sector was estimated by adjusting annual electricity and on-site fuel consumption figures scaled to the study boundary using 2022 BLP sales data and 2018 EIA Manufacturing Energy Consumption Survey results for the Midwest. Table 9 shows that these estimated impacts were then applied using the same adoption rates as for the commercial/institutional sector.

Another assumption is that more aggressive adoption rates can be achieved in the residential sector, which, as shown in Table 9, achieves a 100% market penetration of building envelope upgrades by 2050 in the "Best" scenario pathway.

Modeling details for building envelope upgrades can be found in these appended spreadsheets:

- "Hourly Building Electrification Model\_Residential"
- "Hourly Building Electrification Model\_Commercial"
- "Industrial Projections"

### **BUILDING ELECTRIFICATION**

It is a best practice to electrify buildings only after they have been properly insulated, air-sealed, and ventilated. Therefore, the reasonable assumption was made to apply building electrification at the building envelope upgrade adoption rates shown in Table 9.

### TECHNICAL REPORT

To simulate electrification of residential and commercial buildings, custom-designed spreadsheet models were created to displace fossil-fueled and electric resistance space and water heating load profiles (scaled from ResStock and ComStock as described above) with heat pump load profiles. To model this conversion for space heating, the heat pump algorithm simulates cold-climate air source heat pump (ccASHP) equipment and electric resistance backup heating. This algorithm computes the coefficient of performance (i.e., COP, or equipment efficiency) on an hourly basis as a function of outdoor air temperature. At freezing and below, a modest energy penalty is assigned to represent a defrost cycle required below 32 degrees F. The new ccASHP also replaces the cooling function of a legacy air conditioner in the model. A separate heat pump water heater algorithm applies a constant COP to meet water heating demand in each hour. While there are some distinctions between ResStock and ComStock that led to some variation in building electrification methodology, the modeling of building electrification for the residential and commercial/institutional sectors largely followed the same approach.

Similar to the treatment of building envelope upgrades for the industrial sector, building electrification was simulated in this sector by adjusting annual electricity and fuel consumption. Several simplifying assumptions were subsequently made: (a) half of natural gas process heating is eligible for heat pump conversion; (b) all natural gas burned for HVAC services is eligible for heat pump conversion; average annual heat pump COP is 2.0.

Modeling details for building electrification can be found in these appended spreadsheets:

- "Hourly Building Electrification Model\_Residential"
- "Hourly Building Electrification Model\_Commercial"
- "Industrial Projections"

### **BUILDING NON-ENVELOPE ENERGY EFFICIENCY IMPROVEMENTS**

Some efficiency measures deliver energy savings that are essentially independent of building envelope performance (e.g., LED lighting, Energy Star appliances and equipment, etc.). The modeling team simulated these impacts using a separate category for non-envelope measures ("Additional Energy Efficiency"). Following the approach of utility rebate programs, the constant annual savings rates shown in Table 10 were assumed for "Additional Energy Efficiency" in each scenario pathway. When applied year-over-year, these deliver cumulative savings, also shown in Table 10, are realized. Multiplying these cumulative savings figures by 2022 baseline energy consumption yields total energy

savings achieved up to that particular year.

SCENARIO	ANNUAL SAV-	<b>CUMULATIVE SAVINGS % FROM 2022</b>									
PATHWAY	INGS %	2030	2040	2050							
Electricity End U	Electricity End Uses										
Good	1.00%	7.7%	16.5%	24.5%							
Better	1.50%	11.4%	23.8%	34.5%							
Best	1.75%	13.2%	27.2%	39.0%							
ON-SITE FUEL E	ND USES										
Good	0.50%	3.9%	8.6%	13.1%							
Better	0.75%	5.8%	12.7%	19.0%							
Best	0.875%	6.8%	14.6%	21.8%							

Table 10. Non-envelope energy efficiency cumulative savings (electricity and on-site fuels)

Note: The 1.5% and 0.875% figures appearing in Michigan energy law are shown in boldface.

To put Table 10 in context, Michigan Public Act 229 of 2023, Section 77 requires electricity providers, like BLP, in each year beginning in 2026 to achieve incremental savings of 1.5% of total sales in the previous year with a voluntary goal of 2.0%. Natural gas providers, like Michigan Gas Utilities, in each year beginning in 2026 must achieve incremental savings of 0.875% of total sales from the previous year. These increased goals, in the opinion of our team, will help catalyze more energy savings in the region. That said, our team also asserts that such savings will require more engagement with community members to help incumbent utilities meet these goals, as directed by statute.

Modeling details for additional energy efficiency (separate from envelope upgrades) can be found in this appended spreadsheet:

"Grand Haven\_Energy Scenario Map"

### **COMBINED STATIONARY COMBUSTION MEASURES**

For each of the nine interim and final scenarios identified in Table 7, the separate impacts on electricity and fuel consumption from building envelope upgrades, building electrification, and additional energy efficiency were combined. The aggregate results for each scenario were then used to modify 2022 baseline inventory Stationary Source and Electricity (Scope 2) input data for entry into that scenario's version of the EPA GHG Inventory Tool.

These results can be found in these appended spreadsheets:

- "GH Electrification\_Resid" (see tab "Combined Results")
- "GH Electrification Comm" (see tab "Combined Results")
- "Industrial Projections" (see tab "Industrial Data and Analysis)

### **MOBILE COMBUSTION MEASURES**

Scenario pathways for Mobile Combustion reflect the impact of two distinct, simultaneous carbon reduction measures. One is to reduce personal vehicle miles traveled (VMT) through a combination of efforts such as increasing mass transit utilization, investing in infrastructure and amenities for biking and walking, etc. The other effort is to increase the market penetration of electric vehicles (EVs) over time.

### **REDUCTION IN VEHICLE MILES TRAVELED (VMT)**

It was assumed, perhaps conservatively, that VMT reductions will only occur for personal transportation. Therefore, VMT reduction factors were applied only to vehicles in the residential sector (with the exception of motorcycles, which could experience increased usage in a future that prioritizes fuel economy). Table 11 gives these factors for each scenario pathway. Increasing transit-related VMT was considered but not pursued based on the simplifying assumption that transit's current capacity could absorb a significant increase in ridership for some time, although it is quite possible that adding routes could make this form of transportation more attractive.

		2030		2040			2050			
Vehicle Type	Sector	Good	Better	Best	Good	Better	Best	Good	Better	Best
HD Diesel (Bus)	Commercial/Institutional									
HD LPG (Bus)	Commercial/Institutional									
HD Diesel	Industrial									
HD Gasoline	Industrial									
LD Diesel Truck	Commercial/Institutional									
LD Diesel Vehicle	Residential	3.0%	5.0%	10.0%	6.5%	12.5%	20.0%	10.0%	20.0%	30.0%
LD Gasoline Truck	Residential	3.0%	5.0%	10.0%	6.5%	12.5%	20.0%	10.0%	20.0%	30.0%
LD Gasoline Vehicle	Residential	3.0%	5.0%	10.0%	6.5%	12.5%	20.0%	10.0%	20.0%	30.0%
Motorcycle	Residential				12					

Table 11. Projected personal VMT reductions for each scenario pathway over time

Modeling details for reduction in VMT for personal vehicles can be found in this appended spreadsheet:

"GH Data Inputs Spreadsheet" (see tab "Onroad EV1")

### TRANSPORTATION ELECTRIFICATION

The other mobile source measure applied in each scenario pathway was expanding the adoption of electric vehicles (EVs). Given methodological challenges, data limitations, and the uncertainty about collective EV dynamic charging behavior at higher levels of market share, the modeling team chose to estimate the impact of EVs on fuel and electricity consumption on an annual rather than hourly basis. The latter would have required significant guesswork to construct a community-wide representative EV charging profile at the cost of having less confidence in the final results.

First, annual EV adoption rates for each vehicle type and sector were assumed out to 2050 (see Table 12). Next, as EVs displace internal combustion engine (ICE) vehicles over time, the EV share of VMT is converted to electricity by applying electricity-per-mile standards reported for each vehicle type.

		2030		2040			2050			
Vehicle Type	Sector	Good	Better	Best	Good	Better	Best	Good	Better	Best
HD Diesel (Bus)	Commercial/Institutional	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
HD LPG (Bus)	Commercial/Institutional	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
HD Diesel	Industrial	1.0%	1.5%	2.0%	2.0%	4.5%	7.0%	4.1%	6.8%	9.5%
HD Gasoline	Industrial	1.0%	1.5%	2.0%	2.0%	4.5%	7.0%	4.1%	6.8%	9.5%
LD Diesel Truck	Commercial/Institutional	5.0%	7.5%	10.0%	10.0%	22.5%	35.0%	20.5%	34.0%	47.5%
LD Diesel Vehicle	Residential	10.0%	15.0%	20.0%	20.0%	45.0%	70.0%	41.0%	68.0%	95.0%
LD Gasoline Truck	Residential	10.0%	15.0%	20.0%	20.0%	45.0%	70.0%	41.0%	68.0%	95.0%
LD Gasoline Vehicle	Residential	10.0%	15.0%	20.0%	20.0%	45.0%	70.0%	41.0%	68.0%	95.0%
Motorcycle	Residential	10.0%	15.0%	20.0%	20.0%	45.0%	70.0%	41.0%	68.0%	95.0%

Table 12. EV adoption rates for each scenario pathway by vehicle type, sector, and year

Table 12 was constructed using information in a recent *New York Times* article, "How Fleet Turnover Lags New Car Sales," 2021. Figures 5 and 6 are from this article.

Source: https://www.nytimes.com/interactive/2021/03/10/climate/electric-vehicle-fleet-turnover. html

Regarding Figure 5, according to the *Times*: "if electric vehicle sales gradually ramped up to 60 percent over the next 30 years, as projected by analysts at IHS Markit, about 40 percent of cars on the road would be electric in 2050."

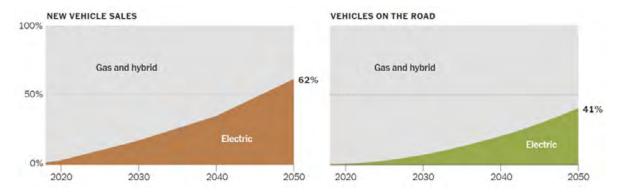


Figure 5. Less aggressive adoption of EVs (source: New York Times, 2021)

Regarding Figure 6, per the *Times*: "in order for almost all cars on the road to be electric by 2050, new plug-in sales would need to quickly ramp up to 100 percent in the next 15 years."

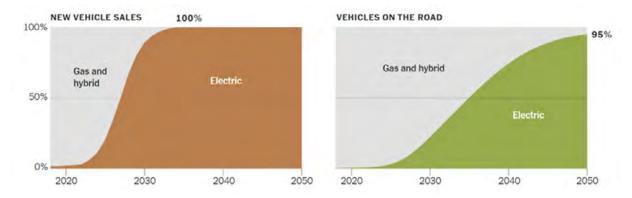


Figure 6. More aggressive adoption of EVs (source: New York Times, 2021)

Taken together, the righthand graphs in Figures 5 and 6 suggest reasonable assumptions for "Good" and "Best" EV adoption by the residential sector in 2050. The analysis further assumed that the industrial sector would only achieve 10% of residential EV adoption, given the greater difficulty in electrifying some types of heavier industrial vehicles and the pressure of public and corporate budgeting to completely depreciate assets before replacement. Assuming that commercial/institutional EV adoption might be in between, these rates were set at 50% of residential EV adoption.

Modeling details for transportation electrification can be found in this appended spreadsheet:

"GH Data Inputs Spreadsheet" (see tab "Onroad EV2")

### COMBINED MOBILE COMBUSTION MEASURES

For each of the nine interim and final scenarios identified in Table X, the separate impacts on electricity and fuel consumption from VMT reduction and transportation electrification were combined. The aggregate results for each scenario were then used to modify 2022 baseline inventory Mobile Source and Electricity (Scope 2) input data for entry into that scenario's version of the EPA GHG Inventory Tool.

### **ELECTRICITY MEASURES**

Obviously, the electrification of buildings and transportation to significant levels—offset somewhat by additional energy efficiency and reduced VMT—will result in total electricity consumption increasing over time for all three scenario pathways. This reality makes expanding BLP's renewable energy (RE) portfolio (already at an impressive 24%) all the more important. In an electrified future, the only way to decarbonize will be to secure access to significant, long-term supplies of RE. Table 13. shows the assumed rates of RE procurement that were modeled for each scenario pathway.

SCENARIO PATHWAY	2022	2030	2040	2050
Good		50%	60%	80%
Better	21.9%	55%	70%	90%
Best		60%	80%	100%

Table 13. Renewable energy (RE) projections for each scenario pathway

Note: The three "anchor points" of 50%, 60%, and 100% are shown in boldface.

Starting with the BLP's actual RE procurement of 21.9% in 2022, the three pathways follow increasingly stringent RE targets out to 2050. The "Best" pathway assumes full adoption of RE, or 100% by 2050. By comparison, the "Good" pathway echoes state law. Michigan Public Act 235 of 2023, Section 28 requires 50% RE in 2030 through 2034, and 60% in 2035 and each year thereafter. Starting with these three "anchor points" of 50%, 60%, and 100%, the remaining six interim and final adoption rates were selected.

For each of the nine interim and final scenarios identified in Table 7, the 2022 baseline inventory Electricity (Scope 2) input data was modified to reflect the amount of RE in BLP's sales mix reflected in Table 13 for entry into that scenario's version of the EPA GHG Inventory Tool.

### **B. SCENARIO MODELING RESULTS**

The scenario modeling described in the previous section yielded nine additional versions of the EPA GHG Inventory Tool—one each for the "Good," "Better," and "Best" scenario pathways in years 2030, 2040, and 2050. This section presents total GHG emission results for each version in comparison to the 2012 and 2022 baseline inventories. It then presents the adjusted electricity and fuel consumption amounts, which were entered as input data into each scenario version of the EPA Tool. Finally, results of hourly energy analyses as part of the scenario modeling are discussed.

### TOTAL GHG EMISSIONS FOR EACH SCENARIO PATHWAY

Table 14. reports the total emissions calculated by the EPA GHG Inventory Tool for each of the nine scenario projection models along the "Good," "Better," and "Best" pathways.

	Baselines		Projections		
Scenario Pathway	2012 2022		2030	2040	2050
Good			334,509	290,569	221,978
Better	517,085	395,795	316,884	240,621	158,164
Best			298,711	191,835	96,730

Table 14. Total GHG emissions for each baseline inventory and scenario pathway (MT CO2e)

A more intuitive understanding of these figures can be gained by converting them into percentages relative to the 2022 baseline result as shown in Table 15. Doing so shows that GHG emissions caused by activities within the study boundary in 2050 are 56.1% of 2022 levels with the "Good" pathway, 40.0% with the "Better" pathway, and 24.4% with the "Best" pathway.

	Baselines		Projections		
Scenario Pathway	2012 2022		2030	2040	2050
Good			84.5%	73.4%	56.1%
Better	130.6%	100.0%	80.1%	60.8%	40.0%
Best			75.5%	48.5%	24.4%

Table 15. Percentage of total GHG emissions relative to the 2022 baseline inventory

It is also instructive to present these results graphically, as in Figure 7, to visualize the relative difference between the three scenario pathways over time.

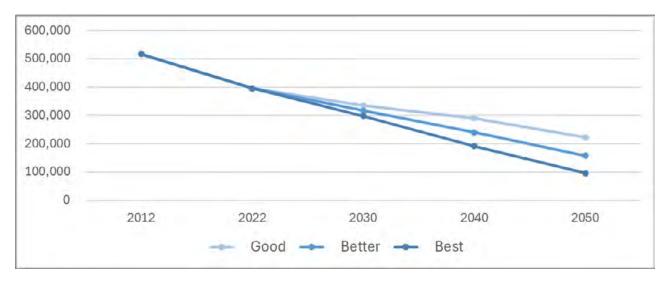


Figure 7. Total GHG emissions for along each of the three scenario pathways (MT CO2e)

Perhaps most obvious to readers is that full decarbonization does not occur by 2050—even with the "Best" pathway. Scenario modeling was intentionally limited to only three emission sources comprising 84.8% of total gross emissions in 2022 (stationary combustion, mobile combustion, and scope 2 electricity). Therefore, a robust analysis of carbon reduction potential from the sources responsible for the remaining 15.2% of 2022 emissions was not undertaken. In the absence of quantitative information, the modeling team declined to assign an arbitrary savings level of 100% carbon reduction by 2050. Only those reductions grounded in analytical methods are reported in Table 14. Nevertheless, nothing in these modeling results should constrain community stakeholders and decision-makers from initiating ambitious carbon reduction strategies for all emission sources within the study boundary. Also bear in mind that "the future is unwritten." New technologies likely will emerge in the decades ahead that might make reaching 100% carbon reduction a reality for the region.

### **ELECTRICITY AND FUEL CONSUMPTION RESULTS FOR EACH SCENARIO PATHWAY**

Quantitative analysis yielded input data for entry into each of the nine EPA GHG Inventory Tool scenario versions. This input data took the form of adjusted fuel and electricity amounts consumed in buildings and vehicles, and the amount of renewable energy (RE) procured by BLP in each modeled year.

Presented below is a series of tables that summarize these energy results compared to similar input data for the 2022 baseline inventory version of the EPA GHG Inventory Tool. Each comparison features two tables. The first shows the adjusted energy consumption figures; the second reports the same information in terms of percentages relative to 2022 baseline data.

### ANNUAL ENERGY CONSUMPTION RESULTS: STATIONARY COMBUSTION SOURCE

Scenario	nario		Baseline		Projections	
Pathway	Fuel	Units	2022	2030	2040	2050
	Natural Gas	Mcf	2,029,474	1,947,651	1,576,855	1,206,742
Good	Propane	gal	215,574	204,829	156,890	108,959
	Distillate Fuel Oil	gal	7,320	6,954	5,307	3,660
	Natural Gas	Mcf	2,029,474	1,863,581	1,309,095	756,081
Better	Propane	gal	215,574	194,148	124,902	55,671
	Distillate Fuel Oil	gal	7,320	6,588	4,209	1,830
	Natural Gas	Mcf	2,029,474	1,790,629	1,051,653	314,637
Best	Propane	gal	215,574	183,499	92,980	2,482
	Distillate Fuel Oil	gal	7,320	6,222	3,111	0.0003

Table 16. Stationary combustion energy consumption amounts by fuel type

Scenario	Fuel		Baseline	Projections		
Pathway		Units	2022	2030	2040	2050
Good	Natural Gas		100.0%	96.0%	77.7%	59.5%
	Propane		100.0%	95.0%	72.8%	50.5%
	Distillate Fuel Oil		100.0%	95.0%	72.5%	50.0%
Better	Natural Gas		100.0%	91.8%	64.5%	37.3%
	Propane		100.0%	90.1%	57.9%	25.8%
	Distillate Fuel Oil		100.0%	90.0%	57.5%	25.0%
Best	Natural Gas		100.0%	88.2%	51.8%	15.5%
	Propane		100.0%	85.1%	43.1%	1.2%
	Distillate Fuel Oil		100.0%	85.0%	42.5%	0.000004%

Table 17. Percentages of stationary combustion amounts relative to the 2022 baseline inventory

### ANNUAL ENERGY CONSUMPTION RESULTS: MOBILE COMBUSTION SOURCE

Scenario	Fuel	Baseline	Projections			
Pathway		2022	2030	2040	2050	
Good	Gasoline	9,436,227	8,234,257	7,100,024	5,128,770	
	Diesel	1,482,464	1,461,695	1,440,972	1,398,504	
	LPG	40,454	0	0	0	
Better	Gasoline	9,436,227	7,640,066	4,677,333	2,630,400	
	Diesel	1,482,464	1,451,265	1,390,220	1,343,993	
	LPG	40,454	0	0	0	
Best	Gasoline	9,436,227	6,847,326	2,484,778	619,377	
	Diesel	1,482,464	1,440,327	1,340,056	1,290,728	
	LPG	40,454	0	0	0	

Table 18. Mobile combustion energy consumption amounts by fuel type (in gallons)

Scenario		Baseline	Projections			
Pathway	Fuel	2022	2030	2040	2050	
Good	Gasoline	100.0%	87.3%	75.2%	54.4%	
	Diesel	100.0%	98.6%	97.2%	94.3%	
	LPG	100.0%	0.0%	0.0%	0.0%	
Better	Gasoline	100.0%	81.0%	49.6%	27.9%	
	Diesel	100.0%	97.9%	93.8%	90.7%	
	LPG	100.0%	0.0%	0.0%	0.0%	
Best	Gasoline	100.0%	72.6%	26.3%	6.6%	
	Diesel	100.0%	97.2%	90.4%	87.1%	
	LPG	100.0%	0.0%	0.0%	0.0%	

Table 19. Percentages of mobile combustion gallons relative to the 2022 baseline inventory

## ANNUAL ENERGY CONSUMPTION RESULTS: ELECTRICITY (SCOPE 2) SOURCE

Scenario	Electricity Sales	Baseline 2022	Projections			
Pathway	Category		2030	2040	2050	
Good	Buildings		273,426,403	277,291,387	283,074,209	
	Transportation		8,763,788	16,255,166	31,438,336	
	Total	286,427,657	282,190,191	293,546,553	314,512,546	
Better	Buildings		270,339,913	278,186,584	289,996,662	
	Transportation		12,548,672	33,553,009	46,334,590	
	Total	286,427,657	282,888,585	311,739,593	336,331,252	
Best	Buildings		270,846,949	287,523,888	309,370,918	
	Transportation		15,706,442	47,676,087	56,997,825	
	Total	286,427,657	286,553,391	335,199,975	366,368,743	

Table 20. Electricity (Scope 2) consumption by emission source (kWh)

Scenario	Electricity Sales	Baseline 2022	Projections		
Pathway	Category		2030	2040	2050
Good	Buildings				
	Transportation				
	Total	100.0%	98.5%	102.5%	109.8%
Better	Buildings				
	Transportation				
	Total	100.0%	98.8%	108.8%	117.4%
Best	Buildings	- 1111			- 1777
	Transportation				
	Total	100.0%	100.0%	117.0%	127.9%

Table 21. Percentages of electricity consumption relative to the 2022 baseline inventory

The results in Table 21 clearly show the impact on total electricity consumption when building and transportation electrification are increased over time. For the "Best" scenario pathway, total electricity in 2050 has grown nearly 27.9% from the 2022 baseline. It should be emphasized that this figure would be even greater were it not for other measures aimed at reducing energy consumption simultaneously to electrification; namely, building envelope upgrades, additional energy efficiency, and reduced VMT. For example, if residential buildings were fully electrified without the two building efficiency measures, the new modeled electricity consumption would be 187.1% relative (higher) to the residential baseline. Similarly, if commercial buildings were fully electrified without the efficiency measures, the new modeled electricity consumption would be 174.0% relative to the commercial baseline.

# HOURLY ELECTRICITY RESULTS FOR RESIDENTIAL AND COMMERCIAL/INSTITUTIONAL BUILD-INGS

Although the modeling team had access to 2022 BLP hourly sales for the residential, commercial/municipal, and industrial sectors, the nine scenario versions of the EPA GHG Inventory Tool reflect hourly analyses only for two measures (building envelope upgrades and building electrification) applied in two sectors (residential and commercial/institutional). Data limitations and methodological challenges prevented similar treatment of energy impacts from all other carbon-reduction measures and the entire industrial sector—all of which were modeled using annual data and assumptions rather than hourly ones. A consequence of restraining hourly modeling to a subset of the wider energy system is that only limited conclusions can be drawn regarding the impact of building and transportation electrification on overall grid dynamics and peak loads. Nevertheless, examining hourly results for the subset defined can be instructive.

As described earlier in this report, the scenario analysis of residential and commercial/institutional buildings took advantage of NREL's ResStock and ComStock hourly datasets to conduct robust simulations of building envelope performance and installation of heat pump equipment. Graphical results of this work are presented below.

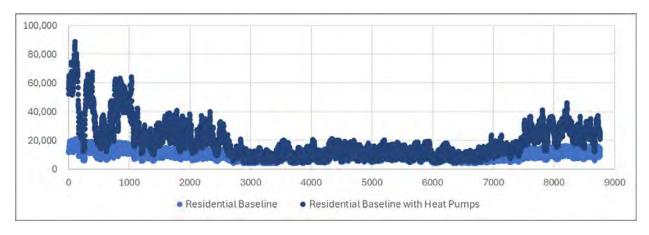


Figure 8. ResStock hourly load for Michigan scaled to 2022 BLP annual residential sales (with and without full electrification of space and water heating)

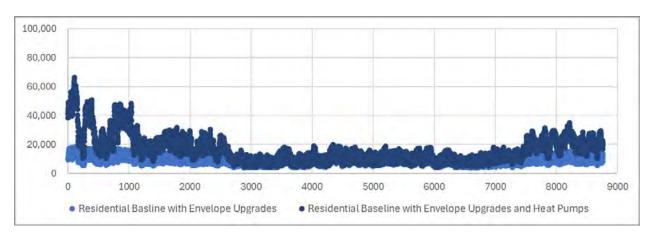


Figure 9. ResStock hourly load for Michigan scaled to 2022 BLP annual residential sales, adjusted for building envelope upgrades (with and without full electrification of space and water heating)

Immediately obvious is the large impact on total residential electricity load and peaking behavior during winter months (with and without envelope upgrades) due to adding heat pumps—an unsurprising outcome given Michigan's colder climate. Comparing Figures 8 and 9 further highlights the importance of investing in envelope upgrades along with electrification to help moderate the growth in total electricity load and peak demand. Figures 10 and 11 reveal similar results for commercial/institutional buildings.

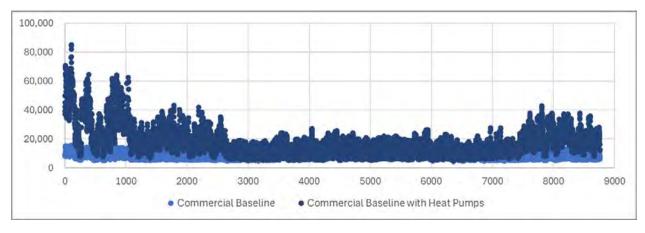


Figure 10. ComStock hourly load for Michigan scaled to 2022 BLP annual commercial/municipal sales (with and without full electrification of space and water heating)

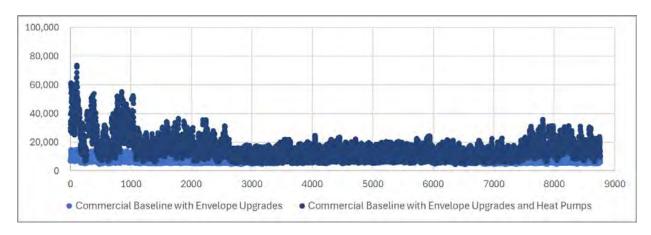


Figure 11. ComStock hourly load for Michigan scaled to 2022 BLP annual commercial/municipal sales, adjusted for building envelope upgrades (with and without full electrification of space and water heating)

In light of these significant additions to future electricity load, it is appropriate to examine how well the ResStock and ComStock load profile shapes compare to actual BLP sales data for the residential and commercial/municipal sectors. Figure 12 shows the 8760-hour dataset of 2022 BLP residential sales. Figure 13 shows the ResStock statewide profile for Michigan scaled to BLP's 2022 annual sum. ResStock does not fully capture actual summer peaking behavior of BLP's residential customers, but both show similar load increases during wintertime. ResStock's relatively higher hours in winter could in part reflect a greater share of residential electric space heating for Michigan relative to BLP. Another factor to consider is that the BLP data reflect actual load with 2022 weather while the ResStock profile shape is simulated using sampled building energy models with 2018 weather.

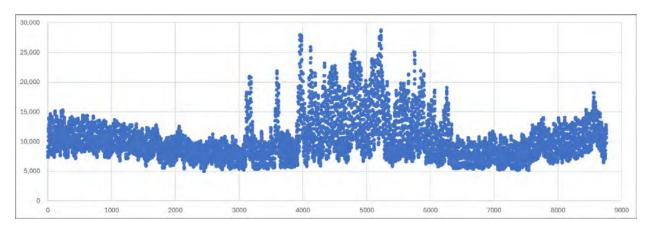


Figure 12. 2022 BLP hourly residential sales

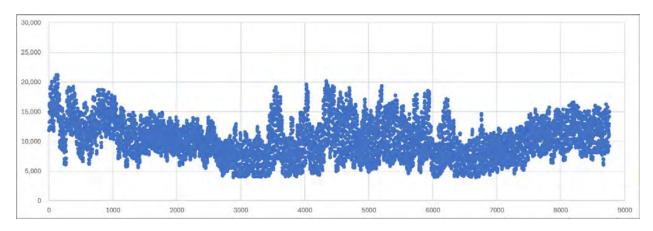


Figure 13. ResStock hourly load for Michigan scaled to 2022 BLP annual residential sales

Figures 14 and 15 lay out the same comparison for the commercial/institutional sector. In this case, it is the ComStock profile shape that shows more significant peaking behavior than BLP actual sales.

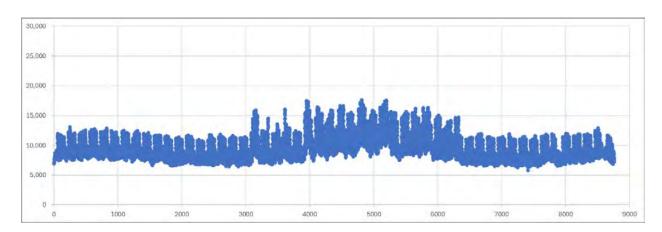


Figure 14. 2022 BLP hourly commercial/municipal sales

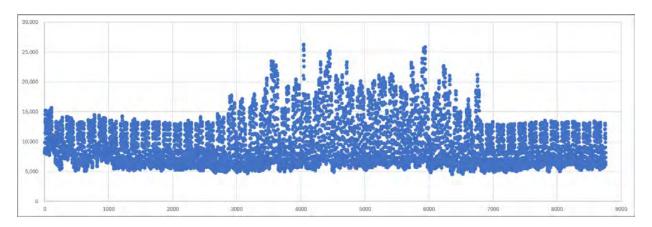


Figure 15. ComStock hourly load for Michigan scaled to 2022 BLP annual commercial/municipal sales

In recent years, the electricity utility sector has been exploring what is sometimes called "demand-side resources" as one way to meet the increased need for charging electric vehicles and air-source heat pumps replacing natural gas building heating systems, among other changes. These "demand energy resources," or DERs, include single or bundled measures that reduce energy usage and/or shift it to off-peak times. The "demand-side" means customer usage, which could include, for example, an "off-peak EV charging" program offered by the utility, or on-site rooftop solar and storage for resilience. Such actions can contribute overall to the optimization of energy used in a community.

"Integrated Resource Planning," (IRP) is one process utilities utilize to determine the right mix of generation, energy efficiency, ratemaking, "time-of-use pricing," and other options that allow local utilities to continue to provide affordable, reliable, and quality power.



# **CONCLUSIONS**

### **RESEARCH AND METHODOLOGY**

Michigan-based 5 Lakes Energy, under the supervision of prime contractor Michigan Energy Options (MEO) and with the support of local residents and experts, conducted analytical research to inform the Community Energy Plan. First, greenhouse gas (GHG) emissions inventories for 2012 and 2022 established a baseline for measuring future emissions. Second, scenarios out to 2050 for reducing community-wide GHG emissions along three different pathways were investigated.

### **EMISSIONS REDUCTIONS AND SCENARIO PATHWAYS**

Results of this analysis show that community-wide GHG emissions fell significantly from 2012 to 2022, the predominant driver being BLP's retirement of the J.B. Sims coal-fired power plant. Looking ahead, three scenario pathways (labeled as "Good," "Better," and "Best") were modeled to show various levels of carbon emissions reduction out to 2050. These pathways focus on sources which account for 84.8% of total GHG emissions in the 2022 baseline inventory; namely, stationary sources, mobile sources, and electricity. An exhaustive examination of all possible emissions reduction strategies in all sectors was beyond the scope of this project.

### THE "BEST" SCENARIO FOR GHG REDUCTION

In the "Best" scenario pathway, GHG emissions are reduced by 76 percent to 96,000 MT CO2e by 2050. Achieving this outcome would be a significant community achievement. With policies and programs beyond what were modeled in the "Best" pathway, even greater reductions could be realized. Therefore, local governments, businesses, institutions, and residents are encouraged to investigate a wide range of emissions reduction strategies from all sources.

### IMPORTANCE OF ELECTRIFICATION AND RENEWABLE ENERGY

A key finding is that while electrifying processes using on-site fossil fuel combustion can significantly reduce emissions, the amount of reduction depends strongly on the level to which electricity supply is decarbonized over time. Widespread adoption of electrification without increasing the amount of renewable electricity would be problematic.

### **UPDATING AND IMPROVING GHG EMISSIONS TRACKING**

Finally, community leaders are encouraged to periodically update the local GHG emissions inventory using the U.S. EPA's Local Greenhouse Gas Inventory Tool. As part of this ongoing process, any additions or improvements to the approach described in this report should be integrated into at least the 2022 baseline inventory to ensure an "apples-to-apples" comparison to previous emissions.

# MATERIALS

# FOR REFERENCE

### **PDF DOCUMENTS:**

- Global Protocol for Community-Scale GHG Emissions Inventories (GPC), An Accounting and Reporting Standard for Cities Version 1.1
- User Guide for EPA State and Local Climate and Energy Program's Local Greenhouse Gas (GHG)
   Inventory Tool
- Graham Diedrich, 2022 City of Grand Haven Greenhouse Gas Inventory Summary Report
- Kent County Department of Public Works: 2021 Municipal Solid Waste Characterization Study, GBB, March 2022.
- NREL information on end use savings shapes (EUSS), euss-resround1-webinar
- NREL information on end use savings shapes (EUSS), euss-commercial-webinar2

### **SPREADSHEETS BY FILENAME:**

- BLP Master Spreadsheet
- GH Data Inputs Spreadsheet
- Grand Haven\_Community GHG Inventory\_2022\_v3
- Grand Haven\_Community GHG Inventory\_2012\_v2
- Grand Haven\_Energy Scenario Map
- Hourly Building Electrification Model\_Residential
- Hourly Building Electrification Model\_Commercial
- Industrial Projections
- MGU Summary Data
- warm\_v16\_Grand Haven Community\_v1
- warm\_v16\_Grand Haven Community\_v2\_2012

Location for shared digital files TBD

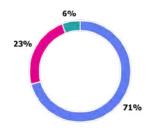
Responses 378

Average Time
13:32

Duration
247 Days

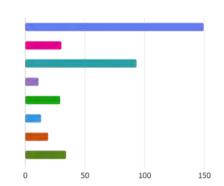
1. Are you a Grand Haven Board of Light and Power (BLP) customer (residential, commercial, or industrial)?





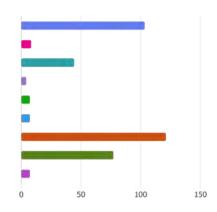
2. If applicable, in which of the communities that the BLP serves do you live?





3. If applicable, which of the communities that the BLP serves do you work?

City of Grand Haven 103
City of Ferrysburg 8
Grand Haven Township 44
Village of Spring Lake 4
Spring Lake Township 7
Robinson Township 7
Not applicable (i.e., I live but do not work in the BLP service territory) 121
I work somewhere else 77
Other 7



### APPENDIX A: COMMUNITY SURVEY RESULTS

- 4. How familiar are you with the following topics?
- 1 2 3 4 5

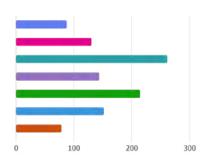
  Solar energy

  Energy efficiency

  Sustainability Practices



- 5. What are your sources of information about clean energy, such as solar and efficiency?
  - Local government
    Local utilities
    News media
    Social media
    Organizations and nonprofits
    Family, friends and co-workers
    Other
    78



- 6. How important do you think it is for our community to have a plan that helps us produce more local clean energy and make buildings mo re energy-efficient and comfortable?
  - •1 •2 •3 •4 •5

For me personally

For my community

For future generations



7. Community Energy Planning can lead to multiple local benefits. Rate which you feel are most important for the Grand Haven region.

•1 •2 •3 •4 •5

Reducing greenhouse gases

Developing more local solar projects

Improving our buildings' energy efficiency

Developing a robust home energy retrofit program

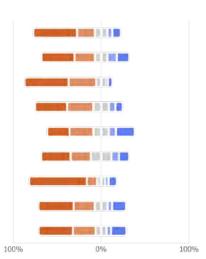
Electrifying vehicles, having more EV chargers

Creating local jobs in the clean energy sector

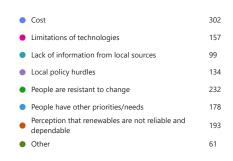
Protecting our lakeshore's lands and waters by addressing climate change and pollution

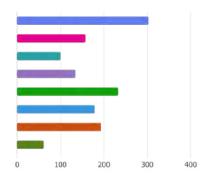
Being a leading community in sustainability

Aligning with state and national climate targets



8. What barriers do you perceive in transitioning to more carbon-free energy sources locally? Carbon-free energy sources include, but are no t limited to, having more electric vehicles (EVs) and charging stations, onsite solar, and greater energy efficiency in our buildings. (Select al I that apply)

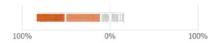




9. How concerned are you about the affordability of energy in our community, especially for low-income households?



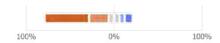
Your opinion



10. How important is it to you that all residents--including those with limited resources--have access to clean energy resources, such as wea therization of their homes and community solar?

### 

Your opinion



11. How can we best engage all populations in the Grand Haven Area in the energy planning process to ensure that all voices are heard, incl uding those from disadvantaged circumstances?

Latest Responses

252

Responses

"be sure to publicize your actions on a variety of sources, not just the local paper ... " "Genuinely encourage all to participate - and really listen. ..."

51 respondents (20%) answered community for this question.

People need clean energy community for input

public

solar

energy sources people renewable energy

community events information disadvantaged communities

local radio

social media **Community Energy** 

energy community center **Community meetings** 

### APPENDIX A: COMMUNITY SURVEY RESULTS

12. How satisfied are you with the current clean energy and sustainability efforts in the Grand Haven area?

• 1 • 2 • 3 • 4 • 5

Your satisfaction

100% 0% 100%

13. How do you think our area compares to other communities in Michigan that are prioritizing local clean energy resources, climate action and decarbonization?



14. Please elaborate in what ways our community excels or falls short in the previous question.

Latest Responses

"Lack of clean energy generation, lack of EV charging and sustainability promotion..."

Responses

"I believe it is unwise for communities to solely rely on the grid, making energy ge..."

energy options
energy generation Grand Haven
sustainability and energy solar
City energy community
Consumers Energy Clean energy
sustainable energy

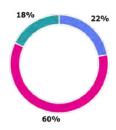
sustainable energy

community
energy producer

BLP need
energy green energy
power plant
energy efficiency green energy

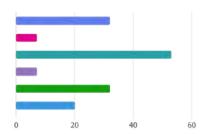
15. Have you participated in the Grand Haven Board of Light and Power's energy efficiency and renewable energy customer programs? Thes e programs can reduce your energy consumption and help you choose renewable energy options.



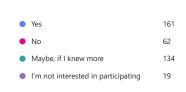


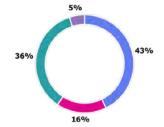
16. If yes, check all programs that you have participated in.

Residential Building Improvement Efficiency Rebates	32
Commercial Building Improvement Efficiency Rebates	7
Appliance Recycling Program	53
Electric Vehicle Charger Rebates	7
Green Energy Program	32
<ul><li>Other</li></ul>	20



17. Would you be interested in a community solar program in the Grand Haven area?





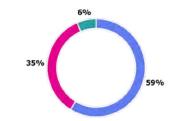
18. If a community solar program was available, what would determine your participation? Choose all that apply.





19. Are you aware that there are public electric vehicle (EV) charging stations in the Grand Haven area?

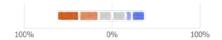




20. How do you feel about this statement?



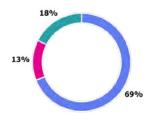
The Grand Haven area needs more public EV charging stations.



### APPENDIX A: COMMUNITY SURVEY RESULTS

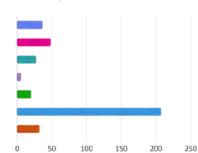
21. If you knew that a local business was implementing green practices (like using onsite renewable energy, reducing waste and water usag e, etc.), would you want to patronize them more?





22. Which sector is best to lead local energy programs that reduce carbon and encourage renewables?





23. Please elaborate on your answer in the previous question as to why you think a particular sector is best to lead this transition.

216 Responses Latest Responses

"Government has far more authority and sweeping ability to both incentivize and ... "

"getting the broadest input is advisable."

""We are all in this together". No one entity can champion alone."

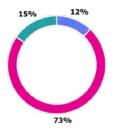
...

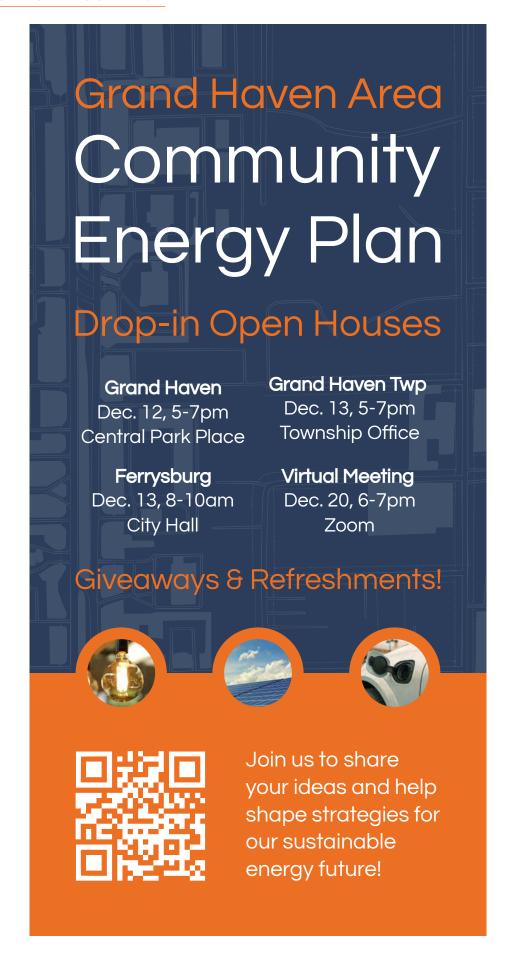
64 respondents (30%) answered needs for this question.

### government and utilities local business government/business coalition lead<sup>sector</sup> local government people businesses needs of our community utilities units of government government is better work good changing community needs no need energy from all - and need

24. Climate change is a problem that . . .







# Community Energy Planning Is...

Community energy planning is a process where local communities, including residents, businesses, and government entities, collaborate to create and implement a strategic plan focused on managing and improving their energy systems.



This plan typically encompasses the sectors of energy production and consumption, transportation, environment, and the local economy. Emphasis is placed on identifying and supporting sustainable and renewable sources.



#### **Tackling Carbon Emissions**



A critical first step in crafting a Community Energy Plan for the Grand Haven area is to benchmark the current carbon emissions. By assessing the present situation, we can strategize approaches that best align with the community's goals and values while realizing environmental and economic benefits for the region.



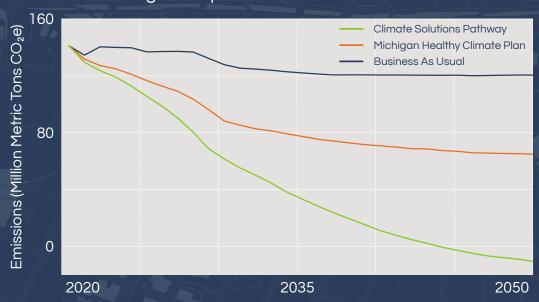








#### Michigan Projected Greenhouse Gas Emissions



Source: 2030 Report: How Michigan Should Meet Its Climate Change Goals, 2023

# Grand Haven Area Community Energy Plan

Drop-in Open Houses

Share your ideas and help shape strategies for our sustainable energy future!



Grand Haven
Dec. 12, 5-7pm
Central Park Place

Ferrysburg
Dec. 13, 8-10am
City Hall

Grand Haven Twp Dec. 13, 5-7pm Township Office





## Grand Haven Area Community Energy Plan

Our energy future is being shaped by what we do today. Be a part of it.

#### Why & What?

What should a resilient local energy future look like for the Grand Haven Region?

A dedicated local group of residents, business owners, students, government officials and community leaders are working on that answer—and others—today.

This work will determine a baseline for regional energy consumption and greenhouse gas emissions. With that information, we will then develop strategies that address climate change and provide benefits for the local economy, our community members and our lakeshore environment in the years, and decades, ahead.

City of Grand Haven
Grand Haven Twp
Ferrysburg
Spring Lake

Our Community Energy
Planning Area

Community energy planning optimizes local energy use through efficiency and renewables, enhancing sustainability and economic resilience.





## Questions we're asking about our energy future:

How much cost-effective local renewable energy can we locate in our region?

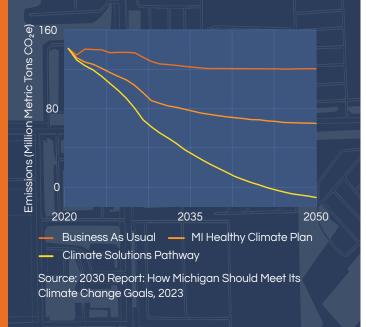
How can we significantly improve the energy efficiency of our homes and businesses?

How can we best locate EV charging infrastructure in the area?

Natural areas—forests, lakes, rivers sequester carbon and provide aesthetic and emotional benefits for people. How can we best protect Grand Haven's natural beauty?

Distributed energy resources (e.g., solar, storage) are drivers of local economies across the state and country. How can our local economy be boosted by growth in this sector?

#### MI Projected Greenhouse Gas Emissions



#### Stay Informed

Visit our website to sign up for email updates on upcoming events and the news about our Community Energy Plan. Take our survey to share your thoughts and help shape the sustainable energy future of the Grand Haven Area. Your voice matters! Let's build a more sustainable community together.





#### Supported By:

- City of Grand Haven
- City of Ferrysburg
- Grand Haven Township
- Grand Haven Area Community Foundation
- Loutit Foundation
- State of Michigan Environment, Great Lakes and Energy

## Grand Haven Area Community **Energy Plan**

#### **Drop-in Open Houses**

**Grand Haven** 

Dec. 12, 2023, 5-7pm, Central Park Place

Ferrysburg

Dec. 13, 2023, 8-10am, City Hall

**Grand Haven Township** 

Dec. 13, 2023, 5-7pm, Township Office

Giveaways & Refreshments! 🎳 🛎 🕭







#### Your Input, Our Energy Future



How would you power our region's tomorrow?

What energy solutions do you believe will benefit everyone in our lakeside community?

What are your key priorities for our energy future?

Join us to voice your ideas and learn about our area's opportunities to develop and adopt more **local strategies** to create a sustainable energy future for us all.



## Grand Haven Community Energy Planning Process





#### Research

#### **Understanding Our Energy Landscape**

We start by collecting data on our city's energy use and carbon emissions. This helps us identify the opportunities we can seize and optimize our strategy.



#### **Predicting and Planning for Tomorrow**

We analyze our current emissions and forecast our future energy needs. By modeling different scenarios, we explore how various energy choices will impact our community and the environment.



#### Join the Conversation!

Your voice matters. Through workshops, surveys, and meetings, we gather your valuable insights and ideas. Together, we learn about the benefits of clean energy and share our vision for Grand Haven's energy future.



#### Planning & Integration

#### Creating a Plan That Works for Everyone

With your input, we draft a comprehensive energy plan. This plan is aligned with our city's growth and environmental goals. We refine it based on community feedback to ensure it meets our collective needs.



#### Positioning for Success

#### Ready, Set, Implement!

In the final stage, we seek funding and partnerships to turn our plan into action. We strategize how to transition to our new energy mix and collaborate with various organizations for successful implementation.

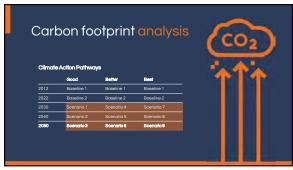


Community energy planning optimizes local energy use through efficiency and renewables, enhancing sustainability and economic resilience













Total GHG Emissions by Pathway	Total	GHG Emissio	ns Relative to	2022 Baseline
		Good	Better	Best
500,000	2012	130.6%	130.6%	130.6%
400,000	2022	100.0%	100.0%	100.0%
300,000	2030	84.5%	80.1%	75.5%
200,000	2040	73.4%	60.8%	48.5%
200,000	2050	56.1%	40.0%	24.4%
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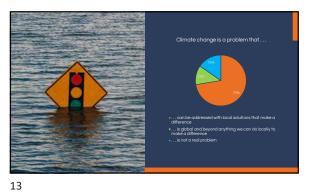


9 10

Percentage of Electri	c Vehicles in inventory by T	VDe								
Vehicle Type	Sector	2030 Good	2040	2050	2030 Better	2040	2050	2030 Best	2040	2050
HD Diesel (Bus)	Commercial/Institutional		100.0%	100.0%		100.0%	100.0%	100.0%	100.0%	100.0
HD LPG (Bus)	Commercial/Institutional	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%			
HD Diesel	Industrial	1.0%	2.0%	4.1%	1.5%	4.5%	6.8%	2.0%	7.0%	9.5%
HD Gasoline	Industrial	1.0%	2.0%	4.1%	1.5%	4.5%	6.8%	2.0%	7.0%	9.5%
LD Diesel Truck	Commercial/Institutional	5.0%	10.0%	20.5%	7.5%	22.5%	34.0%	10.0%	35.0%	47.59
LD Diesel Vehicle	Residential	10.0%	20.0%	41.0%	15.0%	45.0%	68.0%	20.0%	70.0%	95.09
LD Gasoline Truck	Residential	10.0%	20.0%	41.0%	15.0%	45.0%	68.0%	20.0%	70.0%	95.09
LD Gasoline Vehicle	Residential	10.0%	20.0%	41.0%	15.0%	45.0%	68.0%	20.0%	70.0%	95.09
Motorcycle	Residential	10.0%	20.0%	41.0%	15.0%	45.0%	68.0%	20.0%	70.0%	95.09



11 12

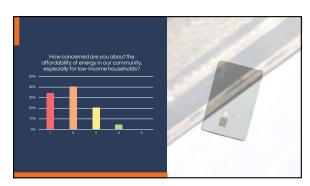
















#### METHODOLOGY OF THE THE INVESTMENT IMPACT INDEX (III)

The Investment Impact Index (III) serves as a comprehensive tool for evaluating the relative impact of various strategies within the Community Energy Plan of Northwest Ottawa County (CEPNOC). This index is designed to give decision-makers insight into which actions may yield the highest benefits across multiple dimensions—carbon reduction, cost-effectiveness, co-benefits, time to impact, and funding availability. An additional sixth dimension, energy impact, can be considered for strategies directly related to energy. The weighting of each element in the III can be adjusted depending on priority, offering a customizable approach to assessing the potential outcomes of the five key strategies identified within CEPNOC. Below is an overview of each element, the data sources consulted, and how this data informs the scoring.

#### **CARBON REDUCTION POTENTIAL**

The carbon reduction potential for each sub-strategy within CEPNOC draws on Project Drawdown's Table of Solutions. This reputable resource offers global data on emissions reductions based on specific strategies under a scenario targeting a 2°C temperature rise by 2100. The III employs data on projected gigatons of CO2 reduced or sequestered from 2020 to 2050 for each relevant solution, reflecting established climate science principles. By aggregating emissions reduction data from each sub-strategy, the III provides a comparative assessment of strategies, assigning scores based on the percentage each contributes to total projected reductions.

#### **COST EFFECTIVENESS**

The III assesses cost-effectiveness using marginal abatement costs, with data primarily sourced from the Environmental Defense Fund's Marginal Abatement Cost Curve. This analysis reflects the expense of reducing emissions across different adoption levels. The 75% adoption level cost for each sub-strategy provides a realistic cost benchmark, supplemented with peer-reviewed academic data where necessary. Strategies are scored based on how their marginal abatement cost compares to the average cost of all strategies under consideration, allowing for an informed comparison based on financial efficiency.

#### SOCIAL, ECONOMIC, AND ENVIRONMENTAL CO-BENEFITS

To evaluate co-benefits, each sub-strategy within CEPNOC was matched to Project Drawdown's co-benefits categories. These benefits span multiple impacts—local employment, improved health, lower traffic, resilience to extreme weather, and more—categorizing benefits consistently across sub-strategies. This inclusive method ensures decision-makers understand the broader positive

outcomes each strategy may support, with scoring based on the range of distinct benefits offered.

#### TIME TO IMPACT

The timing dimension in the III uses Project Drawdown's Four Waves of Climate Action, categorizing strategies into stages from immediate "Quick Wins" to longer-term actions such as "Growing Natural Sinks." Strategies are scored based on their placement within these waves, with faster-acting strategies receiving higher scores. This approach allows the tool to guide prioritization based on how quickly each strategy can be expected to deliver results.

#### **FUNDING AVAILABILITY**

For funding potential, the III utilizes data from the Climate Policy Initiative's Global Landscape of Climate Finance 2023. By aligning each strategy with its relevant sector's funding allocation, the index provides insights into the financial resources likely available for implementation. Although based on global funding patterns, this data provides a valuable approximation for local funding potential, especially relevant given the significant federal and state funding available for energy projects in Michigan.

#### **ENERGY IMPACT**

For strategies directly related to energy, such as buildings, renewable energy, and transportation, the III includes an additional energy impact score, leveraging data from the U.S. Energy Information Administrations 2023 U.S. Energy Consumption by Source and Sector Chart. This element provides a proxy for potential energy reduction or replacement, drawing on scientific estimates of each strategy's potential to reduce or offset current energy use.

#### **SUMMARY**

The III's six elements—carbon reduction, cost-effectiveness, co-benefits, timing, funding, and energy impact—offer a rounded view of the potential impact of CEPNOC's strategies. Based on global standards for emissions measurement and reduction, the III provides decision-makers with a robust tool to help prioritize and allocate resources effectively. Although region-specific data is limited, the III provides meaningful guidance by applying globally recognized methodologies to local priorities, helping Northwest Ottawa County make well-informed decisions in pursuit of its energy and environmental goals.

#### **BUILDING RESILIENCE AGAINST CLIMATE IMPACTS**

Though not one of the Plan's primary strategies, developing a local/regional climate resiliency plan might be considered. Similar to a community energy plan, yet with important distinctions, communities, businesses, governmental agencies (such as the U.S. Coastguard) and states are developing climate resiliency plans. A local plan is intended to prepare communities to adapt to the impacts of climate change and build resilience against environmental threats. Key to these types of plans is the recognition that there will be, if not already, impacts at the community level from climate change. More frequent and severe storms and hotter days are examples of impacts the state will face in the years ahead, according to Michigan Department of the Environment, Great Lakes and Energy.

#### "FUTURE-PROOFING" LOCAL INFRASTRUCTURE AND NATURAL SPACES

Planning for these effects is often referred to as "future-proofing" with attention on the intersection between natural and human-built places, such as cities. The Grand Have Region boasts both the second largest Great Lake and the longest river in Michigan, as well as charming towns, urban forests and dunes. While local climate resiliency plans do also strategize pathways to reduce greenhouse gas emissions like energy plans, they are primarily focused on adaptation to impacts predicted to come. These plans are particular to their locations, such as focusing on wildfires in California. Funding may soon become available to begin a regional climate resiliency planning exercise in West Michigan through the federal Greenhouse Gas Reduction Fund. Meanwhile, several strategies bear consideration now. Finally, the impacts from climate change can disrupt and challenge existing energy infrastructure: power outages, the need for more air conditioning in buildings, and the treatment of water, which requires pumping.

- Promote Climate-Smart Land Use and Planning: Integrate climate considerations into land use
  planning, zoning regulations, and building codes to reduce exposure to climate risks and promote sustainable development practices. Encourage compact, mixed-use development, green
  building standards, and resilient design principles, such as green infrastructure to handle intensifying rainwater regimes.
- Charge the Grand Haven Sustainability and Energy Commission with investigating the feasi-bility of such a regional climate resiliency plan: This effort can benchmark existing plans by U.S. Coast Guard, Army Corp of Engineers and State of Michigan Department of Natural Resources—all of which have strong presences here. The Federal Emergency Management Agency (FEMA) also has done disaster preparedness work relevant to our region. Additionally, investigating and working with statewide local governments, Michigan Green Communities, the Grand Valley

#### APPENDIX D: LOCAL/REGIONAL CLIMATE RESILIENCY PLAN

Metro Council and Ottawa County could lead to interest in collaborating on a plan one day. A good regional model may be the Marquette County Climate Adaptation Task Force.

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#### **ACRONYMS**

ACS American Community Survey

BAU Business as Usual

BLP (Grand Haven) Board of Light and Power

CEPNOC Community Energy Plan of Northwest Ottawa County

COP Coefficient of Performance

DCFC DC Fast Chargers

DOE U.S. Department of Energy

EGLE State of Michigan Department of Environment, Great Lakes and Energy

ElA Energy Information Administration

EPA Environmental Protection Agency

EPP Environmentally Preferable Purchasing

EUSS NREL ResStock/ComStock End-use Savings Shapes

EV Electric Vehicle

EWR Energy Waste Reduction

FEMA Federal Emergency Management Agency

GDP Gross Domestic Product

GIS Geographic Information System

GHG Greenhouse Gas

GPC Global Protocol for Community-Scale GHG Emissions Inventories

GVMC Grand Valley Metro Council

GVSU Grand Valley State University

HEV Hybrid Electric Vehicle

HVAC Heating, Ventilation, and Air Conditioning

ICE Internal Combustion Engine

ICLEI International Council for Local Environmental Initiatives

IECC International Energy Conservation Code

IRA Inflation Reduction Act

KPI Key Performance Indicators

LGROW (Grand Valley Metro Council's) Lower Grand River Organization of Watersheds

LFG Landfill Gas

LPG Liquified Petroleum Gas

MEECA Michigan Energy Efficiency Contractors Association

MEDC Michigan Economic Development Corporation

#### **ACRONYMS**

MEO Michigan Energy Options

MGU Michigan Gas Utilities

MISO Midcontinent Independent System Operator

MPG Miles Per Gallon

MSU Michigan State University

MDOT Michigan Department of Transportation

NREL National Renewable Energy Laboratory

NEVI National Electric Vehicle Infrastructure

PACE Property Assessed Clean Energy (Financing)

RFQ Request for Qualifications

RFP Request for Proposal

REC Renewable Energy Certificate

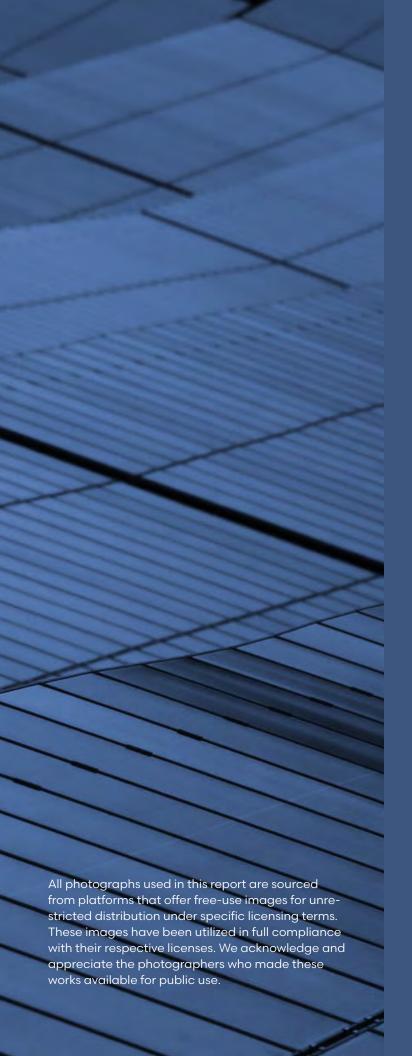
ROI Return on Investment

SWOT Strengths, Weaknesses, Opportunities, and Threats (Analysis)

TOU Time of Use (Rates)

VMT Vehicle Miles Traveled

WARM (EPA's) Waste Reduction Model



Michigan Energy Options and 5 Lakes Energy

led the process that has resulted in this plan and other related work available at:

www.cepnoc.org



John A. Kinch, PhD

**Executive Director** 

jkinch@michiganenergyoptions.org

Michael J. Larson, MPA

**Assistant Director** 

Brittany Goode

Project Coordinator Contractor

Tom Gillman

**Project Support Contractor** 



Douglas Jester

Manaaina Partner

David Gard

Senior Consultant

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

Phone: (616) 847-4888

OF GRAND TO THE NOTICE OF THE

**TO**: Grand Haven City Council Ashley Latsch, City Manger

FROM: Maria Boersma, City Clerk

**DATE**: 4/4/2025

**SUBJECT**: Revocation of IFT 2014-216

On July 7, 2014, the Grand Haven City Council voted to grant West Michigan Molding, Inc., located at 1425 Aerial Drive, a 12-year Industrial Facilities tax exemption for an expansion project totaling \$5,725,000 in real and personal costs.

In 2023, West Michigan Molding, Inc. decided to cease operations, and by November of 2023, the facility at 1425 Aerial Drive was sold to Kaidi, LLC.

In July of 2024, our assigned County Appraiser, Carla Hill, and myself, advised representatives of Kaidi, LLC the process of how to transfer the Industrial Facilities Tax Exemption into their name. On December 18, 2024, a representative of Kaidi, LLC, submitted an incomplete application to transfer the tax exemption into their name. My last communication with the representative was on January 17, 2025, where I advised the applicant that their application was incomplete and they still needed to pay the application fee in order to move forward. The applicant responded that they would complete the process, but they have failed to do so or communicate with my office on their progress.

Since West Michigan Molding, Inc. has not owned the facility at 1425 Aerial Drive since 2023, I am recommending the City Council vote to revoke IFT 2014-216 due to West Michigan Molding, Inc. no longer operating out of the facility.

#### **RESOLUTION #**

Minutes of a regular meeting of the City Council of the City of Grand Haven, held on April 14, 2025, in the Council Chambers of City Hall, 519 Washington Ave, Grand Haven, MI 49417, at 7:30 p.m.

PRESENT:
ABSENT:
The following preamble and resolution were offered byand supported by

Resolution (Number) Revoking the Industrial Facilities Exemption Certificate 2014-216 For West Michigan Molding, Inc.

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 *et seq.*, after a duly noticed public hearing held on May 29, 1984, this City Council by resolution established the Grand Haven Airpark Industrial Development District\*; and

WHEREAS, the City of Grand Haven approved an application from West Michigan Molding, Inc. requesting an Industrial Facilities Exemption Certificate 2014-216 for \$275,000 Real Property Costs and \$5,450,000 Personal Property Costs for a total of \$5,7,25,00 in investments located at 1425 Aerial View Drive, Grand Haven, MI, 49417 and

WHEREAS, West Michigan Molding, Inc. has failed to proceed in good faith with the operation of the facility for the Rehabilitation Facility with respect to real and personal property located at 1425 Aerial View Drive; and

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Grand Haven that the City Council hereby revokes Industrial Facilities Exemption Certificate number 2014-216 for West Michigan Molding, Inc. for \$275,000 Real Property Costs and \$5,450,000 Personal Property Costs for a total of \$5,7,25,00 in investments located at 1425 Aerial View Drive, Grand Haven, MI, 49417.

AYES:	
NAYS:	

#### RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing	constitutes a true	and complete copy of	of a resolution
adopted by the City Council of the	2	ven County of Ottawa	, Michigan, at
a regular meeting held on April 14,	2025.		

Clerk's Signature

#### CITY OF GRAND HAVEN

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

**TO**: Mayor, and City Council

**FROM**: Ashley Latsch, City Manager

**DATE**: 4/9/25

**SUBJECT**: Collective Bargaining Agreements



Over the previous few months, management has been in negotiations with the City's three union groups; POLC-Command, POLC-Patrol, and SEIU. Tentative agreements were reached between all parties, for a three-year term (2025-2028).

Negotiations with all three groups were positive and constructive. Our focus this year was on aspects of the contracts that could assist in recruitment and retention during a time of critical staffing deficiencies. We focused primarily on the cost of living adjustments, the addition of longevity bonuses, and slightly increasing incentives for education and certifications and uniform allowances. Outside of reviewing opportunities to provide impactful incentives at a minimal cost increase to the City, the most time consuming portion of these contract negotiations was the inclusion and incorporation of the new legislative changes with the Earned Sick Time Leave Act (ESTA).

In the City's efforts to benchmark compensation efforts, we looked at Michigan CPI over the previous several years to see if we were in-line with CPI over time, as this is a metric the city has historically utilized in determining cost of living increases for staff. In determining the adjustments proposed in these contracts, we sought to address the gap/inconsistency that has contributed to our challenges in recruiting staff within our Department of Public Safety and Public Works. The chart below shows CPI over time, as compared to our contractual increases for the union groups. You can see we've been on average lower than State CPI; and implementing at 6% for 2025 brings us up to State CPI, but still under the threshold. We feel this proposed increase is fair and equitable, given the City's historic use of State CPI in compensation, and gets us closer to the competitive market.

Michigan CPI	Percent	POLC Patrol	Percent	POLC Command	Percent	SEIU Union	Percent	Non-Union	Percent
2017	0.900	2017	3.00	2017	3.50	2017	1.50	2017	2.00
2018	2.100	2018	1.75	2018	1.75	2018	1.50	2018	2.10
2019	2.400	2019	1,50	2019	1.50	2019	3.00	2019	2.40
2020	1.900	2020	3.00	2020	3.00	2020	4.00	2020	1.90
2021	1.400	2021	3.00	2021	3.00	2021	3.50	2021	1.40
2022	3.300	2022	3.00	2022	3.00	2022	3.00	2022	3.30
2023	7.900	2023	3.00	2023	3.00	2023	3.00	2023	5.00
2024	5.100	2024	3.00	2024	3.00	2024	3.00	2024	3.00
2025	3.100	2025	6.00	2025	6.00	2025	5.00	2025	3.10
	28.10		27.25		27.75		27.50		24.20
Ofference fro	m MI CPI:		(0,65)		(0.35)		(0.60)		(3,9

#### **POLC-Patrol**

Management met three times with the Patrol bargaining representatives. A brief summary of the primary changes made, are as follows:

- COLA for next three years 6%, 5.5% and 3%
- Letter of Understanding incorporation
- In Article 13; Made paid time off adjustments to legally comply with ESTA; expanding definitions, switching to an accrual versus post-load method for PTO, addition of a one-time extra cash out to a pre-tax account to ensure no loss in time off from switch to accrual
- Sec. 15.7; Removed vision reimbursement and switched to vision coverage at an employer/employee cost share of 40%/60%; providing an enhanced benefit at neutral cost to the City
- Increased health insurance opt-out payments
- Sec. 18.10; Added a \$1.00/hour shift differential for those regularly assigned to work night shift
- Updated the uniform list
- Sec. 18.9; Added longevity retention pay
- Appendix A; Added language to protect pay for step increases and provide a \$0.50 incentive payment for all temporary and rotating positions
- Rename Appendix D to Appendix C and increase the boot reimbursement from \$150 to \$250 as well as update the uniform list

#### **POLC- Command**

Management met three times with the Command bargaining representatives. A brief summary of the primary changes made, are as follows:

- COLA for next three years 6%, 5.5% and 3%
- Letter of Understanding incorporation
- In Article 13, made paid time off adjustments to legally comply with ESTA; expanding definitions, switching to an accrual versus post-load method for PTO, addition of a one-time extra cash out to a pre-tax account to ensure no loss in time off from switch to accrual
- Sec. 15.7; Removed vision reimbursement and switched to vision coverage at an employer/employee cost share of 40%/60%; providing an enhanced benefit at neutral cost to the City
- Sec. 15.10; Increased health insurance opt-out payments
- Sec. 17.3; Increased post-tax clothing allowance from \$800 to \$1,000
- Sec. 18.8; Added longevity retention pay

#### **SEIU**

Management met two times with the SEIU bargaining representatives. A brief summary of the primary changes made, are as follows:

- COLA for next three years 5%, 4.5% and 3%
- Letter of Understanding incorporation
- In Article 13, made paid time off adjustments to legally comply with ESTA; expanding definitions, switching to an accrual versus post-load method for PTO, addition of a one-time extra cash out to a pre-tax account to ensure no loss in time off from switch to accrual
- Sec. 18; Aligned the holiday calendar with the City Holiday calendar with the exception of swapping the MLK volunteer day, allowing the group to keep Veteran's day and removing ESTA non-compliant language related to contingency of payment for holiday
- Sec. 19.1; Increased health insurance opt-out payments

- Sec. 23.1; Increased issued uniforms and cleaned up language to allow for high-visibility shirts to be worn
- Sec. 30; Increased license payments
  - o In section 30, removed Wastewater certification payments section due to the Wastewater group splitting into their own wage scale and receiving adjustments to have more competitive wages in support of the specialty skillset required for that division.

#### Recommendation

I recommend that City Council approve the agreed upon CBA's between the City and the three union groups for the term of 2025-2028. All tentatively agreed upon changes have been incorporated in the proposed budget for FY 25-26.

## AGREEMENT BETWEEN THE CITY OF GRAND HAVEN, A MICHIGAN MUNICIPAL CORPORATION 519 WASHINGTON STREET, GRAND HAVEN, MICHIGAN

#### AND

LOCAL 517M

AFFILIATED WITH

THE SERVICE EMPLOYEES INTERNATIONAL UNION,

REPRESENTING

EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS AND THE EMPLOYEES

OF THE GRAND HAVEN SPRING LAKE WASTEWATER TREATMENT FACILITY

July 1, 2025 through June 30, 2028

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### AGREEMENT BETWEEN THE CITY OF GRAND HAVEN, A MICHIGAN MUNICIPAL CORPORATION 519 WASHINGTON STREET, GRAND HAVEN, MICHIGAN

#### AND

## LOCAL 517M AFFILIATED WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION, REPRESENTING

EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS (including employees working in the Streets, Parks, Water and Cemetery) AND THE EMPLOYEES OF THE GRAND HAVEN SPRING LAKE WASTEWATER TREATMENT FACILITY

(July 1, 2025 through June 30, 2028)

This Agreement made and entered into by and between the City of Grand Haven, Michigan, hereinafter referred to as the "Employer," and Local 517M, affiliated with the Service Employees International Union, hereinafter referred to as the "Union."

#### WITNESSETH:

In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

#### **ARTICLE ONE**

#### PREAMBLE

**Section 1.1** - Whereas, it is the desire of the parties to this Agreement to continue to work together harmoniously and to promote and maintain relations between the Employer and the Union which will serve the best interests of all concerned, now therefore, the parties hereto agree as follows.

All language of this Collective Bargaining Agreement which applies solely to the operatormechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant shall be set forth in italics.

#### **ARTICLE TWO**

#### <u>RECOGNITION</u>

**Section 2.1** - The Employer recognizes the Union as the exclusive representative of all regular employees of the Public Works Department of the City of Grand Haven, including crew leaders and regular part-time employees, and all full-time and regular part-time

operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant, but excluding office clerical employees, custodian and custodial supervisor, engineers and engineering aides, Water Treatment employees, other professional employees, guards, supervisory personnel and temporary employees.

**Section 2.2** - A regular full-time employee shall be an employee who is hired for an indefinite period to fill a regular position and who regularly works an average of eighty (80) hours in any fourteen (14) day payroll period.

**Section 2.3** - A regular part-time employee shall be an employee who is hired for an indefinite period to fill a regular part-time position and who regularly works an average of less than 30 hours per week, or less than 130 hours per month.

**Section 2.4** - A temporary employee shall be one who is hired to work as sick, vacation, or relief, and/or who regularly works less than forty (40) hours in any fourteen (14) day payroll period.

**Section 2.5** - Employees who are hired for a specific job of a temporary nature having an anticipated duration not exceeding six (6) months (e.g. summer employees), but who work more than forty (40) hours in a fourteen (14) day payroll period, shall be considered as temporary employees.

**Section 2.6** - It is recognized that nothing contained herein shall abridge the right of an individual employee to process his own grievance, consistent with the terms of this Agreement and subject to prior due notice to the Union.

Section 2.7- Wastewater Treatment Plant Agreement. Notwithstanding the provisions of Section 2.1, above, and notwithstanding any other terms or provisions of this Agreement, it is understood and agreed that the City of Grand Haven's status as Employer of the operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant in the above-described bargaining unit exists solely and exclusively by virtue of a certain Wastewater Treatment Plant Agreement, dated on or about September 18, 1973, between the Grand Haven- Spring Lake Sewer Authority, a Michigan authority, of Ottawa County, Michigan, whose principal plant (the "Wastewater Treatment Plant") is located at 1525 Washington Street, Grand Haven, Michigan, and the City of Grand Haven, pursuant to which Wastewater Treatment Plant Agreement the City of Grand Haven manages, operates and maintains said plant and facility. It is further understood and agreed that the City of Grand Haven's rights and obligations under said Wastewater Treatment Plant Agreement are subject to termination and/or change, and that upon any such termination and/or change, the City of Grand Haven's obligations to the operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant pursuant to this Agreement shall cease and terminate and this Agreement shall thereafter have no further force or effect for the operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant.

In addition, all language of this Collective Bargaining Agreement which applies solely to the operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant shall be set forth in italics.

#### **ARTICLE THREE**

#### MEMBERSHIP AND DUES

**Section 3.1** – The authorization to check-off and deduct Union membership dues is strictly a matter of voluntary choice of the individual employee. Upon the receipt of a written authorization from an employee, and to the extent permitted by law, the employer shall deduct from the employee's wages an amount equal to monthly union membership dues which shall be deducted in a fixed amount each pay period, regardless of the employee's membership status, and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one year and automatically renewed each year thereafter, except that authorization may be withdrawn by sending of a written notice to the Union and the Employer by first class or registered mail during the period of fifteen (15) days immediately prior to the succeeding the annual anniversary date of the contract (June 15 through June 30).

**Section 3.2** - The Employer shall not be responsible for deducting Union dues while an employee is on leave of absence, layoff status, after the termination of the parties' Agreement, after an employee's employment relationship with the Employer has been terminated, or upon receiving written notice that the employee has revoked/rescinded his/her dues deduction authorization.

**Section 3.3** - The Employer shall not be liable to the Union, its members, or the employees it represents once such sums have been remitted to the Union and further, shall not be liable if such sums are lost when remitted by the United States Postal Service.

**Section 3.4** - The Employer's sole obligation under this Section is limited to deduction of dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial obligation whatsoever.

**Section 3.5** - The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and/or other forms of liability arising out of or relating to the Employer's reliance upon or compliance with the provisions of this Article.

#### ARTICLE FOUR

#### REPRESENTATION

**Section 4.1** - All employees who are covered by this Agreement shall be represented for purposes of the grievance procedure and collective bargaining by a bargaining committee to be chosen by the Union. The bargaining committee shall be composed of four (4)

employees, as elected by the Union. A member of the bargaining committee shall also serve his respective Division (Public Works and GHSLWW Treatment Plant) as employee and Union representative under the grievance procedure. All meetings called under the provisions of this section shall be at a time mutually agreeable between the parties. No wages shall be deducted for any committeeman for any collective bargaining session held during the regular scheduled working hours.

- **Section 4.2** The names of committeemen and alternates shall be given in writing to the Employer. No committeeman or alternate shall function as such until the Employer has been advised of his selection, in writing, by the officers of the Local Union, Chairman of the Division, and/or International or Council Representatives. Any changes in committeemen or alternates shall be reported to the Employer, in writing, as far in advance as possible.
- **Section 4.3** Executive officers of the International Union and/or Local, and/or their representatives duly authorized to represent the Union, will be permitted to participate in any discussion between the parties relative to hours, wages and working conditions at any time.
- **Section 4.4** Any committeeman or alternate having an individual grievance in connection with his own work may ask for a member of the committee to assist him in adjusting the grievance.

#### **ARTICLE FIVE**

#### **GRIEVANCE PROCEDURE**

- **Section 5.1** A grievance is defined as a claim reasonably and sensibly founded upon a violation of a specific provision of this Agreement.
- **Section 5.2** The Employer will make whole an employee grievant and his area committeeman for scheduled time necessarily lost in presenting a grievance to the supervisor and during first step proceedings with the Supervisor. Provided, however, such proceedings shall not occur during scheduled working hours whenever it can be reasonably avoided; and provided that no employee shall leave his assigned work for the purpose of handling any grievance without the express prior consent of the employee's supervisor. The balance of the grievance handling will be excluded from this policy for reimbursement.
- **Section 5.3** <u>Step 1:</u> An employee having any specified grievance will, within seven (7) calendar days after the occurrence or non-occurrence of the event allegedly in violation of this Agreement, take the matter up with his immediate supervisor in an attempt to adjust the matter consistent with the terms of this Agreement. The employee may request the presence of the steward or the committeeman for this step.

**Section 5.4** - <u>Step 2:</u> Grievances which are not so settled shall be reduced to writing on appropriate forms and signed and dated by the aggrieved. The written grievance must state the date of the occurrence or non-occurrence of the event allegedly in violation of this Agreement, specify the sections(s) of this Agreement allegedly violated, and must be presented to the Department Director *or Wastewater Plant Superintendant* within ten (10) calendar days after the occurrence or non-occurrence of the event allegedly in violation of this Agreement and upon which the grievance is based. The committeeman may meet with the Department Director *or Wastewater Plant Superintendant* not later than seven (7) calendar days following the receipt of the grievance by the Department Director *or Wastewater Plant Superintendant*. The Department Director *or Wastewater Plant Superintendant* shall write his disposition on the grievance form and a copy shall be returned to the committeeman within seven (7) calendar days following the meeting (if held) or within seven (7) calendar days following receipt of the grievance by the Department Director *or Wastewater Plant Superintendant* (if no meeting is held).

**Section 5.5** - <u>Step 3:</u> If a grievance is not adjusted by the above step and if the Union desires to appeal it, the bargaining committee shall appeal the matter to the City Manager, or his designee, by serving written notice of such appeal upon the City Manager within seven (7) calendar days after the Department Director's *or Wastewater Plant Superintendant's* written Step 2 answer. The City Manager or his designee will meet with the grievant, the steward, and the Local 517M representative within 21 calendar days.

**Section 5.6** -The City Manager, or his designee, shall render his written disposition within fourteen (14) calendar days after the meeting discussed in Section 5.5.

**Section 5.7** - <u>Step 4:</u> If the grievance is not adjusted by the above step and if the Union desires to appeal it, the Union shall, within seven (7) calendar days following the Step 3 answer by the City Manager or his designee, notify the City Manager in writing of its intent to refer the grievance to the mediation procedure outlined under Michigan law. Any meeting with a Mediator shall be scheduled at a time agreeable to the Union, the Employer and the Mediator.

**Section 5.8** - <u>Step 5:</u> If the grievance is not adjusted by the above step and if the Union desires to appeal it, the Union shall, all within seven (7) calendar days following the Step 4 meeting with the Mediator, file a written request for advisory arbitration with the Michigan Employment Relations Commission and serve a written copy of such request upon the City Manager.

The written request to the Michigan Employment Relations Commission for arbitration of the grievance shall direct the Commission to submit to both the Employer and to the Union a list containing the names of seven (7) arbitrators approved by the Commission. Upon receipt of said list, the parties may each strike the name(s) of any arbitrator they are unwilling to accept, and shall numerically rank order (number "1" being highest in preference) those names remaining on the list. Thereafter, the parties shall each return their lists, with any names stricken and all other names ranked ordered, to the Michigan

Employment Relations Commission. The Commission shall be instructed to appoint the arbitrator with the lowest aggregate score, when combining the rankings of the Employer and the Union, from among the unstricken names. In the event an arbitrator is not able to be selected in this procedure based on the first list, a second list shall be requested.

Any such advisory arbitration proceeding shall be subject to all of the following terms and conditions:

- (a) The recommendation(s) of the arbitrator shall be advisory only and shall not be binding on either the Employer or the Union;
- (b) Not more than one (1) grievance shall be heard by any arbitrator at any one time;
- (c) The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any provision or provisions of the Agreement;
- (d) The arbitrator shall not base his recommendation(s) on state or federal law, but must make his recommendation(s) solely on the basis of the provisions of this Agreement;
- (e) The arbitrator shall not recommend any alteration in any policies, rules and/or actions of the Employer which are not specifically in violation of this Agreement;
- (f) The arbitrator shall not rule on any provision of the pension or insurance programs;
- (g) The arbitrator shall not recommend any adjustment or settlement of a grievance retroactively more than the date of the occurrence or non-occurrence of the event allegedly in violation of this Agreement or seven (7) calendar days before the date of initiating the grievance, whichever is later, and any claim for or recommendation of back wages shall be offset by any unemployment compensation paid (except to the extent such unemployment compensation is repaid by the employee in question to the State of Michigan), and by any compensation derived from any substitute employment, during the period for which back wages are sought;
- (h) The arbitrator shall not recommend any punitive damages;
- The arbitrator shall have no power to recommend new salary schedules, or to recommend any monetary adjustment where there has been no wage loss;
- (j) The arbitrator shall have no power to hear any grievance previously barred

from the scope of the grievance procedure in a prior proceeding;

- (k) The costs or expenses of the arbitrator shall be shared equally by the Employer and the Union. Any costs or expenses individually incurred by the parties, however, including any transcript of an arbitration proceeding ordered by a party, shall be borne by the party incurring the cost or expense; and
- (I) Any grievance which is not appealed to advisory arbitration with the time limit herein above provided shall be considered adjusted and may not thereafter be so appealed.

**Section 5.9** - Grievances which are not filed or appealed in the manner or within the time limits specified in the grievance procedure shall be considered to have been withdrawn or abandoned and shall not be submitted or resubmitted. Each prior step must be completed before a subsequent step is begun. However, if the Employer fails or neglects to answer a grievance within the time limit specified in the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

If additional time is deemed necessary to properly investigate matters relative to the grievance at any of the steps outlined above, such additional time may be granted only if mutually agreed upon in writing between the Union and the Employer.

**Section 5.10** - All grievance meetings held pursuant to this grievance procedure shall be held at such times as may be mutually agreed upon by the aggrieved employee, employees or the negotiating committee of the Union and the Employer.

**Section 5.11** - Notwithstanding the provision of this grievance procedure, any individual employee may present a grievance on his own behalf and have the grievance adjusted, without intervention by the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided the Union has been afforded an opportunity to be present at such adjustment.

#### ARTICLE SIX

#### <u>SENIORITY</u>

**Section 6.1** - All employees will be considered as probationary employees until they have been continuously employed for one hundred eighty (180) calendar days; provided, that the probationary period for any employee may be extended for a period not exceeding sixty (60) additional calendar days upon mutual agreement by the Employer and the Union; and provided further such shall so notify the other party in writing not less than five (5) days before the expiration of the one hundred eighty (180) calendar days. After the completion of the probationary period the employee will be considered as a regular full-

time or regular part-time employee, and his seniority will be the last date of hire. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of last names; provided, however, that any employee who changes last names after commencement of work and acquisition of seniority shall be placed on the seniority list according to his/her last name at the time of commencement of work. Probationary employees may be laid off or dismissed without recourse to the grievance procedure. GHSLWW Treatment Plant employees shall be given full credit for all years of seniority employed at the GHSLWW Treatment Plant for all purposes under the Contract.

**Section 6.2** - When an employee acquires seniority, his name shall be placed on the seniority list. An up-to-date seniority list, including sick leave or PTO banks, shall be posted on the bulletin boards (one each at the Garage, Cemetery and Wastewater Treatment Plant) every six (6) months. The Divisions covered under this Agreement will maintain three (3) separate seniority lists – GHSLWW Treatment Plant, Motor Pool, and DPW.

**Section 6.3** - Loss of Seniority. Any employee shall lose his/her seniority, and the employment relationship shall cease, upon the happening of any of the following events:

- (a) He/she quits;
- (b) He/she is discharged and such discharge is not set aside through the grievance procedure;
- (c) He/she retires or is retired;
- (d) He/she is laid off for a continuous period in excess of his/her accumulated seniority or twenty-four (24) months, whichever is less;
- (e) He/she is on leave of absence for illness, injury or disability (paid or unpaid) for a period in excess of his/her accumulated seniority or eighteen (18) months, whichever is less; however, such time period shall not begin until the expiration of an employee's accumulated sick time and/or vacation time;
- (f) His/her employment status while on leave of absence (other than military service leave of absence) is changed (other than by layoff, quit or discharge) without the prior written approval of the City Manager, from that stated in his/her application for such leave. In this regard, it is the intent of the parties that all leaves of absence shall be used in accordance with the reasons stated for such leave in the leave application, and that leaves of absence shall not be used as trial periods for new employment. An employee shall state in his leave application whether or not he/she intends to perform any work while on leave and the nature and extent of such work, if any;

- (g) He/she fails to report for work on the first work day following the expiration of an approved leave of absence without first notifying the Employer of a justifiable and unavoidable reason for such absence, unless otherwise excused by the Employer;
- (h) He/she is absent from work for two (2) consecutive working days without properly notifying the Employer of a reason acceptable to the Employer for such absence, unless otherwise excused by the Employer; or
- (i) He/she fails to report for work within the time required following a recall, without justifiable reason acceptable to the Employer, subject to the grievance procedure.

#### **ARTICLE SEVEN**

#### LAYOFF AND RECALL

**Section 7.1** - When the size of the work force is to be reduced for any reason through a layoff of employees in any job classification in any Division (*the GHSLWW Treatment Plant shall be considered a separate "division" for purposes of layoff and recall*), as determined by the Employer, the following procedure will be utilized:

- (a) Temporary or seasonal employees in the classification and Division affected shall be laid off first, provided there are regular probationary or seniority (non-probationary) employees who have the training, experience, capability and qualifications to fill the remaining positions in the Division affected.
- (b) Probationary employees in the classification and Division affected shall be laid off next, provided there are regular seniority (non-probationary) employees who have the training, experience, capability and qualifications to fill the remaining positions in the Division affected.
- (c) If regular seniority (non-probationary) employees are to be laid off in the classification and Division affected, such employees shall be laid off on the basis of their divisional seniority (i.e., least senior first) if all remaining employees have the training, experience, capability and qualifications to fill all remaining positions in the Division affected.
- (d) The Employer shall give as much notice as it deems reasonably possible to the affected employees, in the event of a layoff.

**Section 7.2 - Bumping.** Following a layoff as provided above, laid off employees may exercise "bumping" privileges, if any, only in accordance with the following terms and

#### conditions:

- (a) Temporary or seasonal or probationary employees shall not be allowed to "bump" any other employee in connection with any layoff.
- (b) It is understood and agreed, with respect to any layoff, that there will be no "bumping" any other employees as between Divisions whatsoever.
- (c) There shall be no "bumping" to any higher paid classifications i.e., no upward bumping regardless of seniority.
- (d) Seniority (non-probationary) employees who are laid off from their regular classification may "bump" downward into a lower paid classification in the same Division or may "bump" laterally into an equal paid classification in the same Division if: (i) they have all the training, experience, capability and qualifications to fill the position; and (ii) they have greater divisional seniority than the employee to be "bumped"; and (iii) they exercise their rights to "bump" by written notice to the Department Director or Wastewater Plant Superintendent or his/her designee within twenty-four (24) hours of receiving notice of the layoff (excluding hours falling on a Saturday, Sunday, or holiday recognized in this Agreement).

**Section 7.3** When the size of the work force is to be increased following a layoff of employees pursuant to Section 7.1 above, the following procedure will be utilized.

- (a) Employees having exercised "bumping" privileges pursuant to this Agreement shall first be reinstated to the positions from which they were laid off, to the extent such positions have been re-established and such employees have the training, experience, capability and qualifications to fill said positions.
- (b) Seniority (non-probationary) employees shall next be recalled, in the inverse order of their layoff, if such employees eligible for recall have the training, experience, capability and qualifications to fill available positions.

**Section 7.4** - All recalls shall be made by written notice sent by certified mail to the employee's last known address according to the records of the Employer. The Employer's obligation is satisfied if the last known address given by the employee is used. Such recall notices shall specify the date upon which the employee shall return to work, and such recalled employees shall return to work on the date so specified; provided, however, that if said date is within seven (7) calendar days following the date the recall notice is sent, the employee shall have seven (7) calendar days following the date of mailing and said recall notice within which to return to work.

**Section 7.5** - Job vacancies which result from reinstatement of positions eliminated in

connection with a layoff, and which occur during a period when there are employees laid off who are eligible to be recalled, may be filled by the Employer through a recall as herein provided, without regard to the job posting provisions of this Agreement.

#### **ARTICLE EIGHT**

#### TRANSFERS AND PROMOTIONS

**Section 8.1** - All job openings within the Department of Public Works shall be posted on the bulletin board for a period of seven (7) calendar days. The Employer shall post any job opening which it intends to fill within thirty (30) calendar days of its decision to fill the job opening; however, the thirty (30) calendar day time period may be extended upon written notice from the Employer to the Union. The Employer may fill any vacancy on a temporary basis during the time necessary to fill the job with a regular employee. The Employer has the right to hire outside the bargaining unit to fill a position whenever there are, in the Employer's opinion, no employees with the necessary or desired training, experience, capability and qualifications available within the bargaining unit. Provided, the reasonableness of the Employer's opinion is subject to the grievance procedure.

Vacancies for operator-mechanics employed at the GHSLWW Treatment Plant will be posted in accordance with the transfer and promotion procedure set forth in this Section 8.1. However, the Employer reserves the sole right to select the individual(s) to fill such positions. This includes the right to determine that no applicant is qualified for such position and to hire from outside the bargaining unit. The Employer's discretion in this regard shall not be subject to challenge.

**Section 8.2** - In the event of a job opening, placement or advancement within the bargaining unit shall be based upon demonstrated ability, aptitude for positions of increased responsibility, dependability, experience, seniority, education, mental and physical qualifications and such other factors as the Employer deems important with respect to the job vacancy or new position to be filled.

**Section 8.3** - The Employer need not entertain more than one (1) successful bid from any employee during any four (4) month period.

**Section 8.4** - An employee filling a vacancy by transfer or promotion shall be given a fair trial period to prove his/her ability. The length of the trial period will depend upon the difficulty of the job and the early performance of the employee. In the event the trial period is to be extended beyond thirty (30) days, the Union will be notified of the extension and the reasons for it. Any disputes will be subject to the grievance procedure. Any employee moving into a higher classification shall move to the closest step in the next highest classification.

**Section 8.5** - If unable to qualify within the period, the employee shall be returned to his/her former position at his/her former pay level.

**Section 8.6** - An employee may exercise his/her prerogative to refuse a promotion or transfer within or between Divisions without loss of seniority.

**Section 8.7** - Regular transfer or reassignment: Any employee temporarily assigned for a period of one consecutive 8-hour day or more to perform work that is normally performed by a person in a higher classification and is not normally performed by a person in a lower classification shall be paid that rate of the higher position at the same step the employee is currently in. Management shall have final decision on employees chosen for temporary assignments.

**Section 8.8 - Equipment Operator I and II.** An employee in the Equipment Operator I classification may, at the discretion of the Department Head, be promoted to the Equipment Operator II classification even if there is not a current vacancy in the Equipment Operator II classification, on the condition that the employee has demonstrated to the satisfaction of the Department Head that the employee can safely and efficiently perform all the required duties of the Equipment Operator II classification.

#### **ARTICLE NINE**

#### WORK WEEK AND DAY

**Section 9.1** - The regular work week for all employees will be forty (40) hours, except those employees on regular shift schedule. The regular work day will be eight (8) hours.

**Section 9.2** - Second Shift. Employees working the second shift in the DPW will receive a paid thirty-minute lunch in lieu of any shift premium. Shifts in the DPW will be bid by classification once each year for shifts commencing on May 1 and will be awarded by highest seniority. If no senior employee bids on the shift, then the least senior employee(s) in the classifications deemed necessary by the Employer will be assigned to the shift.

**Section 9.3** - Employees shall generally be entitled to two (2) fifteen (15) minute rest periods per shift of at least eight (8) hours. An unpaid 30-minute lunch break will be scheduled by the Department Director or *Wastewater Plant Superintendant* at approximately mid-point of the shift. Employees beginning their morning work shift a minimum of three (3) hours before their normally scheduled shift will be entitled to one (1) additional thirty (30) minute paid rest period. Rest periods shall be scheduled by the appropriate Division Manager or supervisor consistent with the needs of the Division. Rest periods are subject to delay or cancellation when, in the Employer's discretion, job demands or other conditions require such a delay or cancellation. Rest periods not taken will not result in extra pay.

All employees will be allowed a one half (1/2) hour meal period without pay. This lunch period shall be at or near the midpoint of the scheduled day. The timing of an employee's meal break shall be scheduled by the Employer so as not to interfere with prompt and

efficient service to the Employer and the public.

Section 9.3.1 - Work Schedules - Shift Assignments Wastewater Treatment Plant. This section is intended to define the normal schedule and not as a limitation on the Employer's right to schedule or modify the schedule of work. The Employer will give reasonable advance notice in the event of a change in the normal work schedule. The normal work schedules at the GHSLWW Treatment Plant shall be as follows: 7 a.m.-3:30 p.m.; 3:00 p.m. to 11:00 p.m.; and 7 a.m-3 p.m. on weekends. The 1993 change in normal work schedules will result in paid lunches for Employees on the second shift, which the Employer has agreed to in lieu of any shift premium. Employees shall work all hours scheduled, including, in case of emergency, all necessary overtime hours. If only one (1) operator-mechanic is working during a day shift, he shall remain on duty during his lunch period and shall be relieved from his/her shift one-half (1/2) hour early, without loss of pay. Changes in Employee shift assignments at the GHSLWW Treatment Plant shall occur each January, each May, and each September. When a shift change is to take place, each Employee shall have one (1) of his/her working days to indicate in writing and in order of seniority his/her shift preference. This Section sets forth the only times shift changes shall occur.

#### **ARTICLE TEN**

#### **OVERTIME**

**Section 10.1** - In addition to the regular holiday pay, work on the holidays identified in Section 18.3 as performed by hourly-rated employees, shall be paid at the rate of time and one-half the regular hourly rate.

Employees who are called out to work unscheduled hours on an emergency basis during one of the holidays identified in Section 18.3 shall be paid twice their regular rate of pay for all such hours worked or a minimum of three (3) hours straight time, whichever is greater.

**Section 10.2** - For all hourly rated employees, time and one-half the employee's regular rate of pay will be paid for all hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per work week. Time and one-half will be paid for time worked on Saturdays if and to the extent the Saturday work resulted in more than eight (8) hours worked per day or more than forty (40) hours paid per week. Employees whose regular working schedules call for Saturday work, either on a regular or rotating basis, shall not receive any premium pay for such weekend work unless it exceeds eight (8) hours worked per day or forty (40) hours paid per work week.

**Section 10.3** - For all hourly rated employees, twice the employee's regular rate of pay will be paid for all time worked on Sundays if and to the extent the Sunday work resulted in more than eight (8) hours worked per day or more than forty (40) hours paid per week. Employees whose regular working schedules call for Sunday work, either on a regular or

rotating basis, shall not receive any premium pay for such weekend work unless it exceeds eight (8) hours worked per day or forty (40) hours paid per work week.

**Section 10.4** - Employees relieving on shift work will adopt the schedule of the absent worker and will not otherwise be laid off in order to avoid overtime premium.

**Section 10.5** - There shall be no pyramiding of overtime pay, premium pay and/or holiday pay.

**Section 10.6** - Probationary employees shall receive pay at the rate of time and one-half their regular hourly rate for all time worked over forty (40) hours in any work week, or over eight (8) hours per day.

**Section 10.7 - Pay or Compensatory Time Off.** Employees eligible to be paid at time and one-half (1 ½) rates pursuant to this Agreement may elect to receive either time and one-half (1 ½) pay or time and one-half (1 ½) compensatory time off. All such elections shall, however, be subject to the following provisions:

- A. Definitions and Eligibility Upon working overtime hours and upon approval of the appropriate Department Head, an eligible employee may elect compensatory time off in lieu of cash and then take the corresponding time off during the employees regularly scheduled working hours.
- B. Accumulation At no time may an eligible employee accumulate more than forty (40) hours of compensatory time. An employee may not use more than one-hundred and twenty (120) hours of compensatory time per fiscal year.
- C. Payment Once an employee designates compensatory time in lieu of cash, the employee may not reverse the decision.
- D. Benefit Computation Compensatory time off taken by an eligible employee during the employees regularly scheduled working hours shall be considered as time worked in computing benefits for that employee. (In no event may an employee be credited with more than forty hours worked in a work week).
- E. Termination of Employment or Assignment to exempt status. An employee who is terminated from employment with the City or assigned to a job which is exempt from overtime requirements shall be paid for any accumulated and unused compensatory time. For an employee who is terminated, the rate of pay used shall be the final regular rate received by the employee during the employees last three years of employment with the City. For an employee who is assigned to an exempt job, the rate of pay used shall be the final regular rate received by the employee in the employee's last non-exempt job before assignment to the exempt job.

#### **ARTICLE ELEVEN**

#### CALL-OUT

**Section 11.1** - Emergency call-out time will be paid at a minimum of three (3) hours straight time. Employees in both the Public Works Division and the GHSLWW Treatment Plant are eligible for emergency call out time. The Employer intends to establish a rotation for emergency call-out purposes.

Call-out Public Works Division – will be handled as follows:

- Designated employees will receive 8 hours pay to carry pager/cell phone for 1 week. The week begins at 7 AM on Tuesday of each week.
- One truck will be designated, equipped, and fueled for use during on call runs. The truck will be assigned to the person carrying the pager/cell phone for the entire week. The employee is allowed to drive the City truck home. Personal use of the City vehicle is prohibited.
- At the beginning of each fiscal year, the City will issue the on call work schedule.
- It is mandatory for all bargaining unit employees (excluding mechanics and waste water employees) to participate in the on call rotation, via a procedure to be mutually determined by the parties.
- Assignment of order will be drawn randomly at the beginning of each year and then repeated for the entire year. Employees may trade weeks but trades must be in writing and approved by the Director.
- If a call-out is necessary, the designated on call person will be responsible for obtaining the necessary crew and driving straight to the event, making sure that a call is placed to WTP where the WTP employee will log in the time of the call. The designated on call person must also call WTP when leaving site to log out, alerting WTP that there is no longer an employee out in the field. (Calls are to log in hours so time can be saved by skipping a trip to the garage, but also to have accountability for the on call individual if he is the only one at the job site).
- Extra Hours. No employee will refuse to work when called or scheduled for extra hours. Violations of this section may result in discipline.
- The Water Treatment Plant (WTP) will continue to assist with the call-out procedures. Requests from the public for afterhours service will be dispatched to the on-call DPW employee to assist with the service request.

#### Call-out GHSLWW Treatment Plant – will be handled as follows:

- Designated employees will receive 8 hours pay to carry pager/cell phone for one week. The week begins at 8 am on Tuesday of each week. The WWTP will provide a cell phone to be used.
- Employees will be reimbursed for mileage for each call out (from home to the plant).

- At the beginning of each fiscal year WWTP management will issue the on call work schedule.
- It is mandatory for WWTP bargaining unit employees to participate in the on call rotation.
- Assignment of the order will be based on seniority, once the order is set, it will remain that way for the entire year. Employees may trade weeks but trades must be in writing and approved by the WWTP Operations Supervisor or WWTP Superintendent.
- If a call out is necessary as determined by WWTP management, the designated on call person will be responsible for reporting to work immediately.
- It is intended under this provision that alarms will first ring to the pager/cell phone of the employee on call, with the second call to management.

**Section 11.2** - Extra Hours. No employee will refuse to work when called or scheduled for extra hours. Violations of this section may result in discipline.

#### **ARTICLE TWELVE**

### **PAID TIME OFF**

**12.1: Use of PTO**. Paid Time Off (PTO) is intended to be used for vacation, sick days, and personal business. Furthermore, employees must use PTO for any vacation, sick days and personal days taken and may not have unpaid time off until all PTO is exhausted. Upon proper notice as provided herein, PTO use will be approved provided that, in the opinion of the Department Director (or designee), such time off does not interfere with Department operations or interfere with an employee's right as governed under the Michigan Earned Sick Time Act (ESTA) or Public Act 338 of 2018, as amended. It is understood that the Department must have adequate staffing at all times.

#### **12.2: PTO Amounts**. PTO will be accrued bi-weekly:

Date of Hire but less than 7:

July 1 following 7 years but less than 12:

July 1 following 12 years but less than 19:

July 1 following 19 years and over:

148 hours (5.70 hours bi-weekly)

228 hours (8.77 hours bi-weekly)

268 hours (10.31 hours bi-weekly)

**12.3: Notification for Use**. In order to use PTO, employees must schedule PTO in advance in accordance with Department rules, and PTO must be approved in advance by the appropriate Department designee. The only exception is the use of PTO for the purpose of sickness or accident. In the case of sickness or accident, the employee is required to notify his/her supervisor in accordance with Public Act 338 of 2018, as amended.

**12.4: PTO Use for Illness**. Employees can use PTO for any of the following reasons:

- a) The employee's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- b) For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the employee's family members' mental or physical illness, injury or health condition; or preventive medical care for a family member of the employee.
- c) If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- d) For meetings at a child's school or place of care related to the child's health or disability, or the effects
- e) of domestic violence or sexual assault on the child; or
- f) For the closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
- g) For the loss of an unborn child.

For the purposes of this policy, "family member" includes all the following:

- a) Biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
- b) Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
- c) A person to whom the employee is legally married under the laws of any state or a domestic partner.
- d) A grand parent.
- e) A grandchild.
- f) A biological, foster or adopted sibling.
- g) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- h) An unborn child.

#### 12.5: PTO Use for Vacation.

- (a) DPW PTO used for vacation will be scheduled at times mutually agreeable to the employee and the employer, consistent with proper and effective conduct of Department functions. At least 1 full working day notice shall be given before the vacation day requested. Vacation schedules: Employees shall submit their vacation preference in writing to the Department Manager by April 1, of each year. Seniority shall be honored in deciding between employee preference requests for equally available vacation periods. Employer will post vacation schedules by May 1. Schedules shall be for a year long period of time beginning May 1 and concluding April 30. Vacation requests after April 1 shall be on a first come basis subject to approval by the Department Director.
- (b) GHSLWW Treatment Plant. Although the employer reserves the right to schedule vacations, it is agreed that an effort shall be made by the employer to schedule paid vacations at times mutually agreeable to the employees and the employer consistent with the proper and efficient management, operation and maintenance at the Wastewater Treatment Plant. The employer shall establish a schedule of available vacation times. The schedule shall indicate how many employees may be absent for vacation in any given week. The schedule shall be posted each year by December 31st, and each employee shall have an opportunity to indicate his vacation time preference on the basis of seniority. The most senior employee shall be entitled to choose his vacation time first, within three (3) calendar days after the schedule is posted; and the remaining employees shall be entitled to choose their vacation times in the order of their respective seniority, each within three (3) calendar days after the next more senior employee chooses or should have chosen his vacation time. In the event any employee fails to indicate his vacation time preference in any year within said period, such employee shall be placed at the bottom of the seniority list for vacation time selection purposes in said year.
- **12.6:** Payment. Paid Time Off shall be paid at employee's regular straight time rate, exclusive of any premiums or differential pay, up to a maximum of eight (8) hours per day for eight (8) hour shift employees and up to twelve (12) hours per day for employees working twelve (12) hour shifts. PTO may not be used in increments of no less than fifteen (15) minutes. Vacation leave can be granted in increments of half day, full day, the first one (1) hour or in the case of using PTO for illness, a minimum of fifteen (15) minutes as governed by the Michigan ESTA guidelines.
- **12.7: Maximum Accrual**. An employee may not have more than 64 hours over their accrual tier maximum in their PTO bank. Before June 30 of each year employees may elect to deposit 64 hours of PTO into a pre-tax account of their choosing (i.e. HCSP, HSA or 457) at 100% of the value. Employees may not waive PTO and take pay in lieu of leave.

Effective 7/1/2025, employees will be allowed a one-time election to deposit an additional 64 hours of PTO into a pre-tax account of their choosing (i.e. HCSP, HSA or 457) at 100% of the value in December 2025.

- **12.8:** Pay Out of PTO Bank Upon Separation. Employees who voluntarily quit after giving two (2) weeks' advance written notice, or who terminate due to death, military service or retirement, will have their accrued PTO as of their date of termination paid into a pre-tax account of their choosing (i.e. HCSP, HSA, or 457).
- **12.9:** Transition to PTO Sick Leave. An employee's sick leave balance on June 30, 2019 will be frozen and available to him/her for the duration of the employee's employment with the City to use to supplement short term disability and/or long term disability payments (including any required waiting periods) to a maximum of 100% of the employee's base wage.

Upon the employee's death or retirement from active service under the City's retirement program, 50% of all unused sick days will be paid to the MERS HCSP at the employees' wage rate at the time of death or retirement. "Retirement" for purposes of the Section, shall mean that an employee is immediately eligible to collect full retirement benefits from MERS upon leaving the City's employment, and is not applicable to employees who will be eligible to collect a full retirement benefit at a later date due to their service with the Employer.

#### ARTICLE THIRTEEN

#### **INJURY LEAVE**

**Section 13.1** - An employee receiving an injury compensable by Worker's Compensation and having accrued PTO may elect to use such accrued PTO as injury leave in conjunction with Worker's Compensation during the first seven (7) days of the compensable disability; provided, however, that neither accrued PTO shall be used as injury leave in such cases for more than seven (7) calendar days immediately following the date of injury. Any other employee receiving an injury compensable by Worker's Compensation may be granted a leave of absence without pay, other than Worker's Compensation, as herein below provided.

**Section 13.2** - If an eligible employee elects paid injury leave as herein above provided, such employee's PTO shall be charged at the full rate during the period of such election, not to exceed one (1) week.

**Section 13.3** - If paid injury leave is not elected, or an employee has no accrued, PTO, or his/her injury leave as provided above is used up before such employee is able to return to work, such employee may be granted a leave of absence without pay, as herein below provided, for a reasonable period upon recommendation of a physician approved by the Department Head.

**Section 13.4** - In order to become eligible for injury leave an employee shall immediately report any injury, however minor, to his/her crew leader or supervisor and shall take, or waive in writing, such first aid or other medical treatment as may be recommended.

#### ARTICLE FOURTEEN

#### MILITARY LEAVE

**Section 14.1-** Full-Time and regular part time employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay pursuant to the requirements of federal and state law for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The employee's re-employment rights shall also conform to applicable federal and state law.

#### ARTICLE FIFTEEN

#### BEREAVEMENT LEAVE

**Section 15.1** - In the event there is a death in the immediate family of an employee, such employee shall be granted a leave of absence of up to three (3) consecutive days without loss of pay, provided that said employee is scheduled to work those days. Such leaves of absence shall be granted upon written notification by the employee to the Director of Public Works or Deputy Director of Public Works. For the purpose of this paragraph, the "immediate family" shall be interpreted to mean:

- a) Biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
- b) Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
- c) A person to whom the employee is legally married under the laws of any state or a domestic partner.
- d) A grand parent.
- e) A grandchild.
- f) A biological, foster or adopted sibling.
- g) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- h) An unborn child

**Section 15.2** - Nothing in this article shall prohibit the granting of leaves of absence without loss of pay for periods of time less than one (1) full working day.

#### **ARTICLE SIXTEEN**

#### UNPAID LEAVE OF ABSENCE

**Section 16.1** - Upon written application by an employee to the Division Manager, and upon written approval of the City Manager, unpaid leaves of absence may be granted in the cases of illness or other justifiable reasons. Such leaves of absence shall not exceed eighteen (18) months. Unless otherwise provided elsewhere in this Agreement, seniority shall not accumulate after the first thirty (30) calendar days of such unpaid leaves.

**Section 16.1.1** - Employee shall be eligible for unpaid family and medical leave in accordance with the Family and Medical Leave Act of 1993 as set forth in the City's established Family and Medical Leave Policy.

**Section 16.2** - Employees who are absent without prior written approval as herein above provided shall be subject to disciplinary action including dismissal; provided, however, where such prior written approval cannot be obtained because of an excusable, unforeseeable and bona fide emergency of a serious nature, such absence shall be excused by the Employer, not to exceed three (3) days per Agreement year, upon notice to the Employer of such emergency within seventy-two (72) hours of the occurrence thereof.

**Section 16.3** - Employees selected or appointed to full-time positions with the Union or to full-time offices shall be granted a leave of absence for a period not to exceed twenty-four (24) months. Seniority shall not accumulate during said leaves.

**Section 16.4** - Upon request, and with due notice to the Employer, employees will be relieved of duties to perform official Union business, provided qualified replacements are available to work at regular rates.

**Section 16.5** - An unpaid leave of absence may be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number of employees selected shall not exceed four (4). The number of working days will not exceed five (5) days for each employee per year. The employee shall give a minimum of seven (7) calendar days' notice of the need for a leave under this Article. The City reserves the right to deny any request for Union leave based on the operating requirements of the Department.

#### **ARTICLE SEVENTEEN**

#### **BULLETIN BOARDS**

**Section 17.1** - The Employer will provide bulletin boards for the Union, which will be placed in the following locations: 1.) Public Works Building on Jackson Street; 2.) Cemetery Office; and 3) GHSLWW Treatment Plant. These bulletin boards shall be used for posting notices of bona fide employee and Union business.

#### ARTICLE EIGHTEEN

#### **HOLIDAYS**

**Section 18.1** - All employees shall be eligible to receive holiday pay under the following regulations:

**Section 18.2** - In order to receive Holiday Pay, an employee must work his/her full schedule of hours on the last scheduled working day before and the first scheduled working day after any holiday in the case of a full-day holiday, and in addition thereto must work his/her full schedule of hours on the half-day holiday in the case of any half-day holiday, or have an approved leave of absence. Paid holidays that fall on Saturday shall be recognized on the Friday preceding the holiday period. Paid holidays that fall on Sunday shall be recognized on the Monday succeeding the holiday period.

In the Wastewater Plant, if a paid holiday falls on a Saturday or Sunday, the operator whose shift falls on that day shall be allowed to request the day off without needing to use PTO or COMP time, so long as they schedule in advance and receive supervisor approval to take the day off. In lieu of using PTO or COMP time pay, weekend shift employees will receive the recognized eight (8) hours of holiday pay for the requested and approved day off. If the weekend shift employee(s) request to take the day off, the coverage for the shift will fall to the weekend relief operators per the scheduling policy.

The above policy is a change as of December 2022 and the operators of the WWTP agree that the employees who work Monday through Friday shifts, will continue to receive their eight (8) hours of holiday pay as recognized by the union contract and the City of Grand Haven.

### **Section 18.3** - The following days will be considered holidays:

- 1. New Year's Day
- 2. The one-half (½) day consisting of the last four (4) scheduled hours of Good Friday
- 3. Memorial Day
- 4. Juneteenth
- 5. Independence Day
- 6. Labor Day
- 7. Veteran's Day
- 8. Thanksgiving Day
- 9. Day after Thanksgiving
- 10. Christmas Eve Day
- 11. Christmas Day

12. The one-half (½) day consisting of the last four (4) scheduled hours of the day before New Year's Day.

**Section 18.4** - Employees eligible for holiday pay pursuant to the provisions of this Agreement shall receive eight (8) hours pay per day for each of the ten (10) full-day holidays specified in Section 18.3 and shall receive four (4) hours pay for the two one-half (½) day holiday specified in Section 18.3. All holiday pay shall be computed at the employee's straight time rate, exclusive of night shift and overtime premiums.

Holiday pay will be pro-rated for Part-time Employees.

#### **ARTICLE NINETEEN**

#### **GROUP INSURANCE**

**Section 19.1** - Regular full-time employees will be eligible to participate in the City of Grand Haven's chosen health insurance program. If the City of Grand Haven offers more than one health insurance carrier or more than one plan under the health insurance carriers, the regular full-time employees will have the option of choosing one of the plans. All rules and regulations set forth by the City of Grand Haven will be applicable to all regular full-time employees. Insurance payments will utilize pre-tax dollars through an employee flex plan.

The City of Grand Haven can change insurance carriers as necessary as long as the current level of benefits is reasonably comparable.

Eligible employees who participate in the employer's health insurance shall be required to contribute up to 20% towards the monthly premium for the High Deductible Health Care Plan. The "percentage" is based on the Employer's rates and the recommendation from its TPA, not to exceed the BC/BS illustrated rates. The employer shall make available a pre-tax 125 plan for employees to pay for out of pocket expenses as identified under the provisions of the law.

Employees may elect to receive a payment-in-lieu of participating in City-provided health insurance, provided the employee receives insurance from another source and provides proof of such coverage. Payments-in-lieu of insurance are made at the end of the calendar year.

Eligible for single coverage \$1,500 Eligible for 2-person coverage \$2,100 Eligible for family coverage \$3,000

**Section 19.1.1** - Regular full-time employees hired before July 1, 2010 who: (i) participated in the group hospital-medical insurance program provided through the Employer immediately prior to their retirement, and (ii) retire after at least ten (10) years of accredited service with the Employer and after reaching at least age fifty five (55) but

not yet age sixty-five (65), shall be eligible to remain in said group hospital-medical insurance program, provided such retired employees are permitted by the insurance carrier to continue such participation. Such participation may include eligible dependents (if elected), but shall be subject to the following additional terms and conditions:

- (i) Such participation shall cease upon the happening of any (whichever occurs first) of the following events: (a) the retired employee attains the age of sixtyfive (65); (b) the retired employee becomes eligible to be covered under a group hospital-medical insurance program provided by another employer, whether such eligibility results from employment by the retiree or his/her spouse; or (c) the retired employee's death.
- (ii) Upon becoming eligible for Medicare coverage/benefits, the coverage to be provided by the Employer will be limited to Medicare supplement or filler coverage.
- (iii) The cost of such group hospital-medical insurance for such retired employees (including eligible dependents, if elected) shall be paid eighty (80%) percent by the Employer and twenty (20%) percent by the retired employee. The retired employee shall, in a timely manner, deposit with the Employer's Finance Director (or his/her designee) such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the Employer's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program.

If the retired employee continues to participate in the Employer's group hospital-medical insurance program and thereafter dies while continuing such participation, the retired employee's surviving spouse shall be entitled to have a percentage of the cost of continuing coverage in the Employer's group hospital-medical insurance program paid by the retirement system according to the terms of Section 20.1.2.

**Section 19.1.2** - If an eligible retired employee from benefit group public works who was hired prior to July 1, 2010 retires and continues to participate in the Employer's group hospital-medical insurance program after his/her retirement, designates his/her spouse as his/her beneficiary, and dies during the period of pension payment and insurance continuation, seventy-five (75%) percent of the cost of the surviving spouse's coverage in the Employer's group hospital-medical insurance program shall be paid by the Employer during the remainder of the spouse's life if the spouse cannot obtain coverage on account of her employment, or until the spouse qualifies for Medicare coverage. The spouse shall, in a timely manner, deposit with the Employer's Finance Director (or his/her designee) such monies as are necessary to cover the spouse's portion of the cost of such insurance. The spouse's failure to do so shall terminate the Employer's obligation to pay its share of the cost and shall terminate the spouse's further participation in the program.

Employee's spouse may also use the HCSP to pay the employee portion of insurance.

**Section 19.1.3** - Health Care Savings Program: The post-employment Health Care Savings Program (HCSP) is an employer-sponsored savings account designed for an employee to set aside money to cover escalating costs of post-employment health care. Under the program, contributions are made during active employment. When employment is separated, regardless of the reason or age of the employee, the employee may be reimbursed for healthcare related expenses through this account (i.e. insurance premiums, doctor co-pays, cobra, drug co-pays, many over-the-counter medications, etc.) This account may be used by the employee, employee's spouse and/or legal dependents. These funds are pre-tax dollars for both the employee and the employer.

Sections 19.1.1 and 19.1.2 will remain only for employees hired before July 1, 2010. Employees hired before July 1, 2010 have a mandatory contribution to the HCSP with no City match available. The amount of the contribution is 0.25% or the amount of the employee's contribution on record with MERS on May 1, 2011. Employees in this group may choose to waive their right to retiree health care under 19.1.1 and 19.1.2 and be treated as a new employee for the purposes of the HCSP match. To exercise this option an employee should contact Human Resources to complete a request form.

Employees hired on or after July 1, 2010 will only have the HCSP, but the City will match the employee's contribution. The contribution amount is 3% of gross wages and will be matched by the City at 100% up to 3% of gross wages.

The City reserves the right to implement reasonable rules governing the option procedures.

**Section 19.2** - Each regular full-time employee covered by this Agreement shall be entitled to apply for the group life insurance in the amount of twenty thousand (\$20,000.00) dollars provided by the Employer. The entire cost of employee coverage will be paid by the Employer and its liability shall be limited to the prompt payment of the premiums. The Employer may select and/or change insurance carriers, provided the benefits are basically equivalent or comparable to existing coverage.

**Section 19.3** - Regular full-time employees covered by this Agreement shall be eligible to participate in a group dental insurance program provided by the Employer. The program shall include denture and orthodontic coverage. Such employees may also elect to include their eligible family dependents under the plan, and may obtain the necessary applications from the office of the Employer. The cost of such group dental insurance coverage, including eligible employees and eligible family dependents when elected, shall be paid ninety (90%) percent by the Employer and ten (10%) percent by the employee. The employee's share of the premiums for the dental insurance coverage shall be paid by payroll deduction; provided, however, if an employee's check is insufficient to cover the employee's portion of the cost, the employee shall timely deposit such additional amount as is necessary to cover the cost with the Employer's Finance Director or his/her

designee (failure of the employee to do so shall terminate the Employer's obligation to pay its share of the cost for such employee). The Employer's liability hereunder shall be limited to the prompt payment of its portion of the premiums. The Employer may select and/or change insurance carriers, provided the benefits are basically equivalent or comparable to existing coverage.

The group dental insurance coverage shall be for eligible employees to provide reimbursement for seventy-five (75) percent of covered expenses.

Minimum benefit for the dental plan will be \$1,000. The lifetime benefit for dependent orthodontia coverage will be increased from \$800 to \$1000.

**Section 19.4** - The Employer's obligation to pay its portion of the premiums for any group insurance coverage shall be continued for eligible employees during fully paid leaves of absence; but it shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and it shall cease effective upon such employee's termination of employment. Further, when an insurance carrier requires all eligible employees to participate in the coverage, the Employer may require all eligible employees to so participate as a condition of continued employment. Health insurance coverage shall be continued for eligible employees on approved FMLA leaves of absence as required by federal law.

**Section 19.5** - Short and Long Term Disability. All employees will be provided Long Term Disability coverage which provides sixty-six and two-thirds percent (66 2/3rd%) of an employee's wages, up to a maximum cap of \$3000 per month, whichever is the lessor amount, minus policy deductions. The Employer shall maintain a Short Term Disability Insurance program for members of the bargaining unit. Qualification for receiving these benefits are set forth in the terms of the Short Term and Long Term Disability Insurance programs as determined by the insurance carrier.

#### **ARTICLE TWENTY**

#### JURY PAY

**Section 20.1** - Employees involuntarily called for jury duty and not otherwise relieved will be made whole for scheduled time lost due to their service on a jury on the condition that the employee turns over to the City any and all payment received (jury duty, mileage, etc.) from the court for such jury duty. An employee has the option to use accrued Paid Time Off (PTO) for the jury duty, in which case the employee may keep any amounts received by the court for such jury duty. An employee released from further jury duty for a particular day more than one (1) hour prior to the end of his/her scheduled work shift for that day shall report to work within one (1) hour after being released from further jury duty for that day.

#### **ARTICLE TWENTY-ONE**

#### COMPENSATION INSURANCE

**Section 21.1** - The Employer shall maintain Worker's Compensation Insurance coverage as required by law.

#### **ARTICLE TWENTY-TWO**

#### **PENSION**

**Section 22.1** - The City of Grand Haven has adopted the Michigan Employees Retirement System (MERS) effective March 1, 1993. The following MERS benefit programs have been adopted for Regular Full-time employees:

A. Benefit description:

Benefit: 2.25% Multiplier for all years of service prior to July 1, 2020 1.75% Multiplier for all years of service on or after July 1, 2020

Termination Final Average Compensation

Benefit F55 (with 25 Years of Service)

6 Year Vesting

Benefit FAC-3 (3-year Final Average Compensation)

Benefit E-1 (Annual Increases for Past Retirees)

Benefit E-2 (Annual Increases for Future Retirees)

- B. The Public Works (DPW) MERS Division and the Wastewater (WW) MERS Divisions will be combined into a single MERS Division. If the combined Division MERS funding is 110% or higher, both the City and each employee will contribute 2% (unless the Employer's actuarially determined total cost is above 4%, in which case the employees and City will split the total cost on a 50/50 basis). If the Combined Division MERS funding is below 110%, the City and the employees will each contribute on a 50/50 basis a sufficient amount to maintain the 110% funding level. The percentage of employee and City contributions necessary to maintain the 110% funding level will be determined based upon the annual actuarial report. In no case will the City and employees contribute less than 2% each without mutual written agreement. In no case shall the employee portion exceed 17%. If City Council pursues voter support, and if there is voter support in a successful millage request during the term of this collective bargaining agreement, the Defined Benefit Plan employee cap will decrease to 15%.
- C. For purposes of the City's MERS benefit plan, part-time employees as defined herein are not enrolled in MERS. A part-time employee who becomes full time shall receive no service credit for any period of part-time employment.
- D. The City reserves the right to close the Defined Benefit Plan to new hires

effective July 1, 2022. The City agrees to allow conversion to current employees who choose to leave the Defined Benefit Plan and join a Defined Contribution Plan at the current PVAB as defined by MERS at the time of conversion. The new Defined Contribution Plan for converting employees will consist of an Employee contribution of 6% with an Employer contribution of 10%. Vesting will be 50% at 3 years and 100% at 5 years.

E. New employees hired following July 1, 2022 will be eligible for a Defined Contribution Plan only. The Defined Contribution Plan for new hires will consist of an Employee contribution of 6% with an Employer contribution of 6%. Vesting will be 50% at 3 years and 100% at 5 years.

#### **ARTICLE TWENTY-THREE**

#### **UNIFORMS AND TOOLS**

**Section 23.1** - The Employer will provide employees with uniforms and laundering of same. Employees will receive eleven (11) shirts and eleven (11) pairs of pants (poly cotton). Such uniforms, or any portion of them, shall not, however, be worn by employees at any time or place other than while engaged in the service of the Employer. The Employer shall reimburse an employee for the amount he/she spends in a year to purchase a pair of work boots or boot related items, up to a maximum of one hundred fifty (\$150.00) dollars per year, if the Employee presents a receipt showing that he/she purchased a pair of work boots or boot related items during that year. The "year" for purposes of the boot allowance is the City's fiscal year (July 1 to June 30).

In the DPW, the employer will provide two jackets (laundered) and two sweatshirts (not laundered).

In the Wastewater Plant, the Employer shall provide one (1) waist length winter jacket (with zipper for lining) and bibs; one (1) lining (not annual) for winter jacket. Employees will have the option to receive one waist length winter jacket or one light weight jacket with a vest or sweatshirt. The Employer will replace these items as needed.

Employees may wear Hi-Vis shirts in place of uniform shirts that the employee is responsible for purchasing and laundering.

**Section 23.2** - The Employer shall provide safety equipment in accordance with the specifications attached hereto and made a part hereof as Exhibit "B".

All required safety equipment shall be properly worn by employees at all required times during employment; and any employee failing or refusing to properly wear safety equipment when so required shall be subject to discipline up to and including discharge.

**Section 23.3** - A tool allowance of up to four hundred (\$400.00) dollars shall be payable

annually to eligible mechanics and senior mechanics. To be eligible for the tool allowance, a mechanic or senior mechanic must be a regular full-time mechanic or senior mechanic in the bargaining unit and on the Employer's active payroll as of the date the tool allowance is claimed; further, to be eligible for the tool allowance, a mechanic or senior mechanic must submit to the Department Director certain documentation. This documentation must establish to the satisfaction of the Department Director that the mechanic or senior mechanic personally incurred during the Employer's immediately preceding fiscal year (i.e. July 1 through June 30) expenses of up to four hundred (\$400.00) dollars by purchasing tools used primarily by the mechanic or senior mechanic in the course of the mechanic's or senior mechanic's employment with the Employer. If some lesser amount was so spent by the mechanic or senior mechanic, the tool allowance for that fiscal year for that mechanic or senior mechanic shall equal such lesser amount. Tools purchased by the City shall remain with the City at all times. If a tool is purchased by the City to replace a broken tool owned by an employee, the tool will remain with the employee as his/her personal property. Each mechanic shall complete an inventory of tools in their possession that are their personal tools and which may be removed by the employee upon retirement/termination.

#### **ARTICLE TWENTY-FOUR**

#### **VISION COVERAGE**

**Section 24.1** - Regular full-time employees will be eligible to participate in the City's vision insurance program which provides insurance coverage for vision care related expenses such as eye exams, glasses, contact lenses, etc. The City will pay for 40% of the vision coverage for the employee and qualified dependents.

#### **ARTICLE TWENTY-FIVE**

#### LONGEVITY

**Section 25.1** - On the first full pay period in December of each year an employee employed as of that date who has completed five (5) or more years of continuous service with the city as of the last anniversary date of their employment will receive, in a lump sum payment, a longevity bonus in accordance with the following schedule:

5 – 9 completed years	\$500.00 per year
10 - 14 completed years	\$1000.00 per year
15 – 19 completed years	\$1500.00 per year
20+ completed years	\$2000.00 per year

#### **ARTICLE TWENTY-SIX**

#### RECOGNITION OF EMPLOYER RIGHTS

**Section 26.1** - The Employer retains exclusively all of its customary and normal functions

of management of the affairs of the Employer not otherwise restricted by the language of this Agreement including, but not limited to, the right to hire, recall, transfer and promote employees, to reprimand, demote, suspend, discipline and discharge employees for just cause, to lay off employees for lack of work or other legitimate reason, to establish and enforce reasonable rules and to maintain discipline and efficiency of employees. The Union reserves the right to grieve, in accordance with the procedure provided herein, when action taken by the Employer may reasonably and sensibly be claimed to be contrary to a specific limitation, set forth in this Agreement, of such rights of the Employer.

**Section 26.2** - The Employer shall have the right to promulgate at any time and to enforce any rules and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the Department of Public Works and/or the GHSLWW Treatment plant, so long as such rules and regulations are not inconsistent herewith; and any employee who violates or fails to comply therewith shall be subject to discipline, up to and including discharge, just the same as if the rules and regulations were set forth in this Agreement. The Employer shall furnish the Union with a copy of the work rules and the Union shall have the right to grieve when the Employer's application and enforcement of any such work rule or rules in a given situation is contrary to a specific limitation, set forth in this Agreement, of the Employer's rights.

**Section 26.3** - The Employer retains the right to subcontract work, (subcontractors or prison work crews), whether or not normally performed by members of the union, to non-bargaining unit persons or entities. However, the Employer shall not subcontract work normally performed by members of the union while there are members qualified to perform the available work on layoff from the employer. This Section will be interpreted consistent with MCL 423.215(11).

**Section 26.4** - The City will not change or create any job description without notifying the Union.

Section 26.5 - Management Rights/Work by Supervisors at Wastewater Plant. The Union agrees that the performance of work by supervisors at the Grand Haven-Spring Lake Wastewater Treatment Plant shall be permitted and shall not constitute a violation of this Agreement. The parties further agree that the consolidation of the operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant is not intended, nor shall it have the effect, of limiting, eliminating, or in any way modifying the management rights of the Employer as they existed prior to the consolidation of the DPW/Wastewater bargaining units. The parties intend that, with respect to the operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant, Article 26 of the DPW Agreement shall be interpreted to give full effect to all management rights set forth in Sections 1 and 2 of Article 5 of the expired Wastewater – SEIU Agreement.

#### **ARTICLE TWENTY-SEVEN**

#### **EFFECT OF LEGISLATION**

**Section 27.1** - If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiations the invalidated portion, and if an Agreement hereon cannot be reached within ninety (90) days, either party may submit the matter to mediation.

#### **ARTICLE TWENTY-EIGHT**

#### **ENTIRE AGREEMENT**

**Section 28.1** - This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

#### ARTICLE TWENTY-NINE

#### **SNOWPLOWING EMERGENCY CALL-OUT LIST**

Section 29.1 - A snowplowing emergency call-out list will be prepared by the Employer listing the various snowplowing functions (including salt truck drivers, street snowplow drivers, sidewalk snowplow drivers and mechanics) and the employees assigned to each such snowplowing function. Within any such snowplowing function, employees shall be listed in the order of their seniority. Said list shall be posted upon the bulletin board at the Public Service Building on Jackson Street. When the Employer determines to call-out any particular snowplowing function, it shall call the employees appearing on said list, in the order in which their names appear, at the telephone numbers for such employees according to the Employer's records. In the event the Employer fails to call employees in accordance with said list, it shall reimburse any employee for the actual wages lost by him because of such failure; provided, however, that the Employer shall retain sole discretion with respect to whether or not any particular snowplowing function is to be called out within such snowplowing functions; and provided further, that in the event of an employee's absence or failure to promptly report to work after such call-out, the Employer shall have no liability hereunder for any wages lost by such employees.

#### **ARTICLE THIRTY**

#### **WAGES**

**Section 30.1** - Employees shall be paid in accordance with the wage schedule(s)

attached hereto and made a part hereof as Exhibit "A".

**Section 30.2** - The Employer shall provide license payments for regular, full-time employees in accordance with the following requirements:

- a) An employee who holds a valid S-3 license from the State of Michigan, shall receive lump sum license pay in the amount of seven hundred fifty (\$750.00) dollars per year.
- b) An employee who holds a valid S-2 license from the State of Michigan, shall receive lump sum license pay in the amount of twelve hundred fifty (\$1,250.00) dollars per year.
- c) An employee who holds a valid S-1 license from the State of Michigan, shall receive lump sum license pay in the amount of two thousand (\$2,000.00) dollars per year.
- d) In order to be eligible for the license pay prescribed above, an employee must (i) be a regular, full-time employee and (ii) be and remain on the active payroll of the Employer through December 1st of the year in which payment is to be made.
- e) The license payments, for eligible employees, will then be made by December 15th of each year.
- f) An eligible employee may receive the license payment pertaining only to one (1) license, which shall be the license payment pertaining to his/her highest license. If he has two licenses of equal rank, an eligible employee may receive only one (1) license payment. For example, an eligible employee with an F-1 license shall receive only the license payment pertaining to that F-1 license; he may not receive the license payment for any lower F or S license, nor may he receive the license payment for an S-1 license.
- g) An employee eligible to receive a license payment by December 15th who was absent without pay for more than thirty (30) scheduled work days during the immediately preceding fiscal year, July 1, to June 30, shall receive a pro-rated license payment, if otherwise eligible, based on the ratio of his/her paid time during such immediately preceding fiscal year in relation to the full-time equivalent.
- h) In the event the standards or requirements for obtaining any of the abovereferenced licenses are materially lowered or reduced, and/or if the licensing procedures are changed to the extent that these license pay provisions are no longer appropriate, then and in such event the Employer

may discontinue the license payments contemplated herein.

**Section 30.3** – The Employer will pay for employee CDL physicals at a location determined by the Employer. The Employer will pay for all drug tests related to obtaining a commercial driver's license.

**Section 30.4 – CDL License.** New hires in select positions are required by their job descriptions to attain a CDL license within six months of employment. Failure to do so shall result in termination from employment. The Employer will pay for the CDL test and reimburse associated license fees and renewal fees.

**Section 30.5** – **License Renewals and Training.** The City will pay the employee for the license renewal fees for the S-4 license as well as any other certifications required for their role.

**Section 30.6 - Loss or Lapse of Certification.** If an Operator II's license or certification lapses or is lost for any reason they shall be returned to an Operator I position at the end of the pay period. They will have the opportunity to promote to an Operator II position as outlined in their then occupied division.

If the license or certification becomes invalid by no means of the employee or the employer, both parties will work together to develop an acceptable plan to regain certification or licenses or obtain alternate certifications or licenses. Such process will happen within three (3) months after loss or notice of loss of such certification or licenses.

**Section 30.7 - Divisional Transfers.** Operator II's who transfer from Division to Division can elect to continue with their previous Division's certification/recertification, or begin to seek training for the Operator II certification in which Division they now operate in.

#### ARTICLE THIRTY-ONE

#### NO STRIKE - NO LOCKOUT

**Section 31.1** - It is agreed that the Union, its members, and/or any employee(s) in the bargaining unit represented by the Union, will not call, authorize, participate in, or support any strike, sit-down, slow-down, work stoppage, or other interruption of or interference with the business or activities of the Employer. The Employer shall, in addition to any other remedy, have the right to discipline or discharge any employee participating in any such interruption or interference, and the Union shall not oppose such discipline or discharge. The Employer shall not, during the life of this Agreement, commit a lock-out of the employees.

#### ARTICLE THIRTY-TWO

#### TRAINING

**Section 32.1** - **Employer Required Training.** The Employer may require employee participation in training opportunities. When the Employer requires such participation, it shall pay the employee, at his/her regular rate of pay, for all time spent actually attending the training session and for all reasonable time spent traveling to and from the training session. In such cases, the Employer shall also provide necessary transportation or reimburse the employee for mileage expenses when using his/her own vehicle. No more than eight (8) hours of time spent for training and travel time shall be paid for or reimbursed in a given day. For any training that is less than the full 8-hour day, the employee is expected to return to work for the balance of his/her shift unless prior approval by the employee's supervisor/manager is granted.

If an employee attends Employer required training and is assigned to a night shift, the employee shall be given the night off prior to attending the training program.

**Section 32.2 - Employee Requested Training.** All employee requested training, as distinguished from Employer required training provided for in Section 1 above, shall be subject to and in accordance with the following terms and conditions:

- (a) The Employer will generally approve, without requiring and without compensation (i.e. wages), employee requested participation in training opportunities when and if:
  - (i) The employee is a regular, full-time employee having completed not less than one (1) year of continuous employment for the Department of Public Works or the GHSLWW Treatment Plant; and
  - (ii) The requested training opportunity consists of a class or classes which, in the sole judgement and discretion of the Employer, will provide the requesting employee with skills or knowledge useful for the operation or maintenance of the Department of Public Works, or the GHSLWW Treatment Plant; and
  - (iii) The employee's participation in the requested training opportunity will not interfere with or adversely affect the scheduling, operation or needs of the Department of Public Works, or the GHSLWW Treatment Plant; will not occur during the employee's scheduled working time; and will not result in any increased costs to the Employer (e.g. payment of overtime, use of substitute help, etc.); and
  - (iv) The request for such training opportunity participation is made by the employee, in writing, to the Department of Public Works, or the

GHSLWW Treatment Plant not less than fourteen (14) days in advance of the commencement of the training opportunity.

- (b) Upon receipt of an employee's written request for participation in a training opportunity pursuant to Section 32.2(a) above, the Department of Public Works Director or the Wastewater Plant Superintendent shall review such request to determine its compliance with all of the provisions of said Section 32.2(a). If the Department of Public Works Director or the Wastewater Plant Superintendent determines that the employee's request complies with Section 32.2(a) above, and that it is otherwise acceptable, the Department of Public Works Director or the Wastewater Plant Superintendent shall approve the request in writing. In the event of competing or conflicting employee requests for participation in training opportunities, preference shall be given to the more senior employee unless the more senior employee has, during the same fiscal year (of the Employer), previously requested and received approval for another training opportunity and the less senior employee has not (in which event preferences shall be given to the less senior employee).
- (c) If an employee's participation in a training opportunity complies with Section 32.2(a) above, and if the employee's written request for participation in said training opportunity is approved by the Director or Superintendent in writing as provided in Section 32.2(b) above, then the employee shall be eligible to receive reimbursement from the Employer for certain costs of such training; provided, however, that all such reimbursement shall be subject to the following limitations:
  - (i) The Employer's reimbursement for the costs of such training opportunities will apply only with respect to sums necessarily expended by the employee for required tuition, fees and/or course materials; and
  - (ii) No employee shall be eligible for reimbursement by the Employer in any amount in excess of eight hundred (\$800.00) dollars per fiscal year (of the Employer), and then only during the period following completion of one (1) year of employment; and
  - (iii) The employee must furnish the Employer with proper receipts for the required tuition, fees and/or course materials for which reimbursement is sought; and
  - (iv) The employee must furnish the Employer with satisfactory evidence of the employee's successful completion of the training opportunity while still in the employ of the Employer.

- (d) It is understood and agreed that the Employer shall at all times have the right to determine how many employees may participate in employee requested training opportunities at any particular time; and it is further understood and agreed that the Employer need not adjust or change employee shifts, schedules or assignments in order to accommodate any employee request for participation in training opportunities.
- (e) All employee participation in training opportunities which do not qualify for reimbursement under the provisions of this Section 32.2 (e.g. training opportunities involving employees with less than one (1) year of employment at the Department of Public Services or GHSLWW Treatment Plant or employees having exhausted their reimbursement allotment, etc.), shall nevertheless comply with the requirements of Section 32.2(a)(iii) above.

**Section 32.3** - **State Exam Day.** On the designated state exam day, employees who desire and are eligible to take the state exam, but who are scheduled to work at times which conflict with the state exam, shall be given time off to take the exam without loss of pay. Employees who desire and are eligible to take the state exam, whose schedule does not conflict with the state exam, shall be paid at their regular rate of pay for all time spent actually taking the exam and for reasonable travel time. In the event that more than one day per year is scheduled for state exams, the provisions of this paragraph shall apply to no more than two (2) such days per calendar year. At such time as an employee fails to pass an exam, the terms of this section shall cease to apply for that license and, if the employee wishes to again take the state exam day off, the employee will be required to schedule it off pursuant to normal Department requirements.

**Section 32.4** — City Tuition Reimbursement Policy. Bargaining unit employees are eligible to apply for tuition reimbursement in accordance with the City's established policy. The City retains the right to modify or eliminate the tuition reimbursement policy in its sole discretion.

**Section 32.5 -** Any employee while performing CDL training will receive crew leader pay at the employee's current wage scale step.

#### **ARTICLE THIRTY-THREE**

#### **VOLUNTARY INOCULATION PROGRAM**

**Section 33.1** - **Voluntary Inoculation Program.** The Employer shall establish a voluntary inoculation program for regular full-time and regular part-time employees covered by this Agreement. Pursuant to this voluntary inoculation program, the Employer shall offer, at its own expense, the following inoculations according to the following terms and circumstances:

- a. A typhoid inoculation for an eligible employee, if the employee has never had one;
- b. An oral polio inoculation for an eligible employee, if the employee has never had any polio inoculation;
- c. A tetanus inoculation for an eligible employee, if the employee has not had such an inoculation during the preceding ten (10) years;
- d. A tuberculosis inoculation for an eligible employee, if in the course of working for the Employer the employee has been exposed to the bacterium in a documented exposure incident; and
- e. A hepatitis B inoculation for an eligible employee, if the employee has never had any hepatitis B inoculation.

#### **ARTICLE THIRTY-FOUR**

#### **TERM OF AGREEMENT**

**Section 34.1** - This Agreement, including the Exhibits attached hereto and incorporated herein by reference, shall be effective on the day it is executed by all parties or on July 1, 2025, whichever comes last, and shall remain in full force and effect without change, addition or amendment through and including the thirtieth (30th) day of June, 2028, and shall be renewed from year to year thereafter. Should either party hereto desire to amend, terminate or modify this Agreement at the termination thereof, such party shall serve written notice on the other party of its desire to amend, terminate or modify, at least sixty (60) days prior to the expiration date of this Agreement.

CITY OF GRAND HAVEN, a Michigan Municipal Corporation		OCAL 517M, AFFILIATED WITH THE E.I.U.
By: Mayor	Ву:	Labor Relations Specialist Unit Local 517M
By: City Clerk/Treasurer	By:_	Member Bargaining Committee
By: City Manager	Ву:	Member Bargaining Committee
By: Human Resource Manager	Ву:	Member Bargaining Committee
By: Interim Public Works Director	Ву:	Member
By: GHSLWWTP Superintendant		Bargaining Committee
Date of Execution	-	Date of Execution

## EXHIBIT "A"

		Fxhibit "A" -	Wages DPW	i							
			and Haven								
	Р	ublic Service Wa		ntract							
		uly 1, 2025 thro									
Beginning July 1, 2025 (5.0%)	Start Step1	6 Months Step 2	1 Year Step 3	2 Years Step 4	3 Years Step 5	4 Years Step 6	5 Years Step7				
GRADE 1											
Equipment Operator I	\$21.68	\$22.60	\$23.49	\$24.39	\$25.29	\$26.20	\$27.10				
GRADE 2											
Equipment Operator II	\$23.06	\$24.01	\$24.98	\$25.94	\$26.89	\$27.86	\$28.81				
Mechanic											
GRADE 3	ADE 3										
Senior Mechanic	ior Mechanic \$24.99 \$26.01 \$27.07 \$28.10 \$29.13 \$30.19 \$3										
GRADE 4											
Crew Leader	\$27.45	\$28.59	\$29.73	\$30.88	\$32.03	\$33.16	\$34.30				
,		Exhibit "A" -	Wages DPW								
			and Haven								
	Р	ublic Service Wa	age Scale Cor	ntract							
	Jı	uly 1, 2026 thro	ugh June 30,	2027							
Beginning July 1, 2026 (4.5%)	Start Step1	6 Months Step 2	1 Year Step3	2 Years Step4	3 Years Step 5	4 Years Step6	5 Years Step7				
GRADE 1	¢22.77	¢22.71									
Equipment Operator I	\$22.66	\$23.61	\$24.55	\$25.49	\$26.43	\$27.38	\$28.32				
GRADE 2						\$29.11					
Equipment Operator II	\$24.10	\$25.09	\$26.10	\$27.10	\$28.10		\$30.11				
Mechanic							<u> </u>				
GRADE 3	\$26.11	\$27.18	\$28.29	\$29.36	\$30.44	\$31.55	¢22.42				
Senior Mechanic	\$20.11	<b>Φ27.10</b>	\$20.29	\$29.30	\$30.44	\$51.55	\$32.62				
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			Wages DPW								
			and Haven								
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		uly 1, 2027 thro					1				
Beginning July 1, 2027 (3.0%)	Start Step1	6 Months Step 2	1 Year Step3	2 Years Step4	3 Years Step 5	4 Years Step6	5 Years Step7				
GRADE 1 Equipment Operator I	\$23.34	\$24.32	\$25.28	\$26.25	\$27.23	\$28.20	\$29.17				
GRADE 2	1										
Equipment Operator II	\$24.82	\$25.85	\$26.89	\$27.92	\$28.94	\$29.98	\$31.01				
Mechanic											
GRADE 3											
Senior Mechanic	\$26.90	\$27.99	\$29.14	\$30.24	\$31.35	\$32.49	\$33.60				
GRADE 4 Crew Leader	\$29.54	\$30.77	\$32.00	\$33.24	\$34.47	\$35.69	\$36.92				
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5 Years	4 Years	3 Years	2 Years	1 Year	sdinoM 6	Start	Beginning July 1, 2026				
July 1, 2026 through June 30, 2027											
Public Service Wage Scale Contract											
City of Grand Haven											
Exhibit "A" - Wages Wastewater Operator											
*** Grayed out rate only available to new hires with 6+ years of experience in wastewater treatment.											
** Grayed out rate only available to new hires with $4+$ years of experience in wastewater treatment.											
* Grayed out rate only available to new hires with 2+ years of experience in wastewater treatment.											
11.68	32.05	36.08	29.90	28.84	27.7S	A License ***					
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32.39	55.15	30.24	81.62	21.82	27.03	D License * 25.98					
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Exhibit "A" - Wages Wastewater Operator											

 $\ast$  Grayed out rate only available to new hires with 2+ years of experience in wastewater treatment.

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Step1

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41.62

Step3

\*\* Grayed out rate only available to new hires with 4+ years of experience in wastewater treatment.

\*\*\* Grayed out rate only available to new hires with 6+ years of experience in wastewater treatment.

35.33	\$	34.19	\$	10.88	\$	78.1E	\$	87.08	\$	29.65	\$	24.82	\$	* *	B License						
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City of Grand Haven																					
Exhibit "A" - Wagges Wastewater Operator																					
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\* Grayed out rate only available to new hires with 2+ years of experience in wastewater treatment. \*\* Grayed out rate only available to new hires with 4+ years of experience in wastewater treatment.

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A License \*\*\*

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(4.5%)

\*\*\* Grayed out rate only available to new hires with 6+ years of experience in wastewater treatment.

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## **EXHIBIT "B"**

## **SAFETY EQUIPMENT LIST**

The following safety equipment shall be provided by the Employer:

- 1. Gloves for all employees
- 2. Toe guards in sufficient number to meet needs
- 3. Safety glasses in sufficient number to meet needs
- 4. Hard hats in sufficient number to meet needs
- 5. Safety vests in sufficient number to meet needs
- 6. Ear muffs in sufficient number to meet needs
- 7. Rain gear in sufficient number to meet needs
- 8. Dust masks in sufficient number to meet needs

## AGREEMENT BETWEEN

# POLICE OFFICERS LABOR COUNCIL (COMMAND)

and

## CITY OF GRAND HAVEN PUBLIC SAFETY DEPARTMENT



Effective July 1, 2025 through June 30, 2028

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#### **PREAMBLE**

THIS AGREEMENT, effective July 1, 2025 by and between the CITY OF GRAND HAVEN, a Michigan municipal corporation of Grand Haven, Michigan (for purposes of convenience sometimes hereinafter called the "City"), and the POLICE OFFICERS LABOR COUNCIL (for purposes of convenience sometimes hereinafter called the "Union").

# ARTICLE 1 PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and harmonious labor relations for the mutual interest of the City, the employees and the Union. Recognizing that the safety and well-being of the City residents are the paramount concern of all employees of the City Department of Public Safety, the City and the Union for and in consideration of the mutual premises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

# ARTICLE 2 RECOGNITION

2.1: <u>Recognition Clause</u>. The City hereby recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of the following employees:

All full-time Fire Marshal, Sergeants, Captain and Lieutenants; excluding the Director, Deputy Director, Public Safety Officer and all other employees.

- 2.2: <u>Individual Representation</u>. Notwithstanding the provisions of Section 1 above, any individual employee may at any time present grievance adjusted, without intervention by the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided the Union has been afforded an opportunity to be present at such adjustment.
- 2.3: <u>Gender.</u> Use in this Agreement of pronouns such as he or she, him or her, or his or her shall be inclusive of all genders.

### ARTICLE 3 <u>UNION REPRESENTATION</u>

- 3.1: Negotiating Committee. The City agrees to recognize a Negotiating Committee composed of not more than two (2) employees in the bargaining unit, one of whom shall be the President of the bargaining unit, plus a non-bargaining unit representative of the Union's choosing. The Union shall furnish to the City a written list of the members of the Negotiating Committee, and shall advise the City in writing of any changes in such membership and of any alternate members of the Negotiating Committee. No negotiating member or alternate shall function as such until the City has been so advised by the Union. The Negotiating Committee shall represent the Union in meetings with the City for the purpose of collective bargaining and for the purpose of administration of this Agreement.
- 3.2: <u>Meetings</u>. All meetings between the City and the Negotiating Committee shall be at times mutually agreeable to the parties; and when any such meetings occur during a Negotiating Committee member's scheduled working time, it is understood: (1) that the City shall not pay more than two (2) such Negotiating Committee members, per bargaining session, for their actual working time lost, and (2) that such Negotiating Committee members shall provide any Public Safety back-up required of them notwithstanding their meeting with the City.

# ARTICLE 4 <u>UNION SECURITY AND CHECK-OFF</u>

To the extent the laws of the State of Michigan permit, it is agreed that:

- 4.1: The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.
- 4.2: The Employer agrees to make Union payroll deductions once each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.
- 4.3: As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.
- 4.4: Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and

assignment is voluntary and not conditioned upon present or future membership in the Union.

- 4.5: The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.
- 4.6: Employees may resign their Union membership at any time by notifying the Union but may still be responsible for payroll deductions as set forth in Subsection 4.
- 4.7 Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- 4.8: The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- 4.9: If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).
- 4.10:The Union will protect, save harmless, and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the Agreement.

### ARTICLE 5 MANAGEMENT RIGHTS

- 5.1: In General. The City on its own behalf and on behalf of its electors hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter and the laws and the Constitutions of the State of Michigan and of the United States. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right: to manage, direct and control the operations and activities of the Department of Public Safety; to hire, evaluate, promote, transfer within the Department of Public Safety, lay off and recall employees; to discipline and discharge employees for cause; to determine the composition and number of facilities and their locations; to determine the size of the work force required and to increase or decrease its size; to assign work; to direct the work force; to determine the services to be furnished and operations to be performed, including the methods, procedures, means and equipment required to provide such services and operations; to discontinue, combine or reorganize services or operations within the Department of Public Safety; and to otherwise carry out the ordinary and customary functions of management except as specifically restricted by the terms of this Agreement.
- 5.2: <u>Rules and Regulations</u>. The City shall have the right at any time to promulgate and to enforce such reasonable rules and regulations as it considers necessary or desirable for the safe, effective, proper and efficient operation of the Department of Public Safety, so long as such rules and regulations are not inconsistent herewith. The Union shall have the right to grieve the enforcement on any such work rule.
- 5.3: Volunteers; Jobs; Classifications; Funded Programs. The Union recognizes that volunteer organizations and individuals may perform services in the Department of Public Safety which do not interfere or conflict with the normal work, safety, duties or privileges of employees within the bargaining unit. The Union further recognizes the right of the City to create new jobs, to reasonably alter existing classifications with the Union, and to utilize the services of persons whose compensation is provided by State or Federally funded programs.
- 5.4: The Union recognizes that the City may use paid on call firefighters to perform fire services in the Department of Public Safety.

# ARTICLE 6 GRIEVANCE PROCEDURE

6.1: <u>In General</u>. A grievance is defined as any dispute claiming a violation of the meaning, interpretation or application of the terms and provisions of this Agreement.

An employee or group of employees having a grievance shall discuss the same with the command officer or supervisor designated by the City to consider such grievances or, in the event of such command officer's or supervisor's unavailability, with the command officer or supervisor designated by the City as an alternate to consider such grievances, in an effort to resolve the matter informally. Such discussion should take place as soon as possible after the incident giving rise to the grievance. In the event the informal discussion does not resolve the grievance, the following procedure shall apply:

**STEP ONE**. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of this Agreement which has allegedly been violated, specify the relief requested, and be signed and dated by the aggrieved employee or the Union. The written grievance must be presented to the Director of Public Safety or other command officer designated by the City to consider such grievances, or in the event of the Director of Public Safety's or other command officer's unavailability, to the person designated by the City as an alternate to consider such grievances, within ten (10) working days after the event occurred which is allegedly in violation of the Agreement and upon which the grievance is based; provided, however, that any grievance which could not have been reasonably detected by an aggrieved employee or the Union at the time of its occurrence may be filed, in the manner herein provided, within ten (10) working days after the same could have been reasonably detected by the aggrieved employee or the Union. The Director of Public Safety or other command officer shall give a written answer to the aggrieved employee or the Union within five (5) working days after receipt of the written grievance.

**STEP TWO**. If the grievance has not been settled at Step One and the Union desires to appeal it to the Second Step, a written notice of such appeal must be served upon the City Manager, or in the event of his unavailability upon his designee, within five (5) working days after the Director of Public Safety's Step One answer. The City Manager and the Union may, in the City Manager's discretion, meet to consider the grievance within ten (10) working days after the City Manager receives the grievance at this Step. Whether or not the City Manager and the Union meet to consider the grievance, the City Manager shall give to the Union a written answer to the grievance within ten (10) working days after he receives the grievance at this Step.

**STEP THREE**. If the grievance is not settled at Step Two and the Union desires to appeal it to the Third Step, the Union must file a written request for arbitration with the Michigan Employment Relations Commission ("MERC") and must serve a written copy of such request upon the City Manager, all within ten (10) working days after the City Manager's Step Two answer.

The written request to the MERC for arbitration of the grievance shall direct the MERC to submit to the City and the Union a list containing the names of seven (7) arbitrators approved by the MERC. Upon receipt of said list, the parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree, each may strike the name(s) of any arbitrator(s) they are unwilling to accept and shall numerically rank order (number "1" being highest in preference) those names remaining on the list. Thereafter, the parties shall each return their lists, with any names stricken and all other names rank ordered, to the MERC and the MERC shall appoint the arbitrator with the lowest aggregate score when combining the rankings of each party from among the unstricken names. In the event an arbitrator is not able to be selected in this procedure based on any particular list, a subsequent list should be requested.

Any such arbitration proceeding shall be subject to all of the following terms and conditions:

- A. The award of the arbitrator shall be binding upon the City, the grievant(s) and the Union;
- B. Not more than one (1) grievance shall be heard by any arbitrator at any one time;

- C. The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any provision or provisions of this Agreement;
- D. The arbitrator shall not base his award on state or federal law, but must make his award solely on the basis of the provisions of this Agreement;
- E. The arbitrator shall not change or alter any policies, rules and/or actions of the City which are not specifically in violation of this Agreement;
- F. The arbitrator shall not award any adjustment or settlement of a grievance retroactively more than seven (7) working days before the date of filing the grievance; and any claim for or award of back wages shall be offset by any unemployment compensation paid, and by any compensation derived from any substitute employment, during the period for which back wages are sought;
- G. The arbitrator shall not award any punitive damages;
- H. The arbitrator shall have no power to award new salary schedules, or to award any monetary adjustments where there has been no wage loss;
- I. The costs or expenses of the arbitrator shall be shared equally by the City and the Union. Any costs or expenses individually incurred by the parties, however, including any transcript of an arbitration proceeding ordered by a party, shall be borne by the party incurring the cost or expense;
- J. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure; and
- K. Any grievance which is not appealed to arbitration within the time limit herein above provided shall be considered adjusted and may not thereafter be so appealed.
- 6.2: <u>Grievance Processing</u>. Grievances which are not filed or appealed in the manner or within the time limits specified in the grievance procedure shall be considered to have been withdrawn or abandoned and shall not be resubmitted. If the City fails or neglects to answer a grievance within the time limit specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

It is understood and agreed, however, that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the City.

6.3: <u>Working Days</u>. As used in this Article, the words "working days" shall be defined as excluding Saturdays, Sundays and holidays recognized under this Agreement.

# ARTICLE 7 DISCIPLINE, DISCHARGE, SUSPENSION AND DEMOTION

- 7.1: <u>Just Cause</u>. The City shall not discipline, discharge, suspend or demote any employee without just cause.
- 7.2: <u>Union Notification</u>. The City shall notify the Union of any employee discharge, suspension, demotion or other discipline which results in loss of work or pay.
- 7.3: <u>Grievance Procedure</u>. Grievances which involve discipline, discharge, suspension or demotion allegedly in violation of this Agreement, and which involve a loss of work or pay, shall be commenced at Step Three of the grievance procedure.
- 7.4: <u>Discipline</u>. The City shall not discipline, discharge, or suspend any employee without just cause. The City shall notify the affected employee and the President of the Union of any employee discharge, suspension or other discipline which results in loss of work or pay. Copies of all discipline issued to an employee shall be placed in the employee's personnel file. Written discipline/discharge notices shall cite the specific conduct and/or rules, regulations, laws or ordinances the employee is alleged to have violated. An employee that has been disciplined, but whose record has remained clear for a period of three (3) years after the effective date of the disciplinary action, shall have his/her record reviewed by the Department Director and the employee, upon the employee's request. By mutual agreement only, the disciplinary action may be removed from the employee's record. Personnel file maintenance and retention shall be in compliance with applicable law. Employees may review their personnel files during normal business hours pursuant to applicable law.

### ARTICLE 8 SENIORITY

- 8.1: <u>Definition</u>. Seniority shall be defined as follows: Seniority shall exclude approved leaves of absence, unless otherwise provided in this agreement.
  - A. Department Seniority Length of full-time service in the Police, Fire, or Public Safety Department.
  - B. Classification Seniority Length of full-time service in a classification (i.e. sergeant, police officer, detective, fire-fighter).
  - C. Employer Seniority Length of full-time service with the City of Grand Haven.
  - D. Bargaining Unit Seniority Length of full-time service in the bargaining unit or in a classification included within the bargaining unit.
- 8.2: <u>List</u>. A seniority list shall be prepared by the City and a copy supplied to the Union. The list shall be revised and updated by the City every six (6) months, if changed.

In the event that more than one employee is hired on the same day, seniority shall be determined by alphabetical order of the employees' last names as of the date of hire. A change to an employee's last name after his/her date of hire shall not result in a change in seniority. In the event that more than one employee is hired or promoted on the same day, seniority shall be determined, first by seniority in the lower classification they were promoted from. If the classification seniority is the same, seniority will be determined by seniority in the Department.

- 8.3: Probationary Employees. Each new employee shall be considered to be on probation and shall have no seniority until such employee shall have been employed full-time with the Department of Public Safety for a continuous period of one (1) year following his last date of hire. During the probationary period, an employee may be laid off or discharged without regard for the provisions of this Agreement and without recourse to the grievance procedure. The City shall have no obligation to rehire or recall an employee who is laid off or discharged during his probationary period, or to retain any employee for the full period of probation.
- 8.4: Loss of Seniority. An employee shall lose his seniority and the employment relationship shall cease, upon the happening of any of the following events:
  - A. He quits;
  - B. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
  - C. He retires or is retired;
  - D. He is laid off for a continuous period in excess of his accumulated seniority or twenty-four (24) months, whichever is less;
  - E. He is on sick leave of absence for a period of one (1) year;
  - F. His employment status while on leave of absence (other than military service leave of absence) is changed (other than by layoff, quit or discharge) without the prior written approval of the City Manager, from that stated in his application for such leave. In this regard, it is the intent of the parties that all leaves of absence shall be used in accordance with the reasons stated for such leave in the leave application, and that leaves of absence shall not be used as trial periods for new employment. An employee shall state in his leave application whether or not he intends to perform any work while on leave and the nature and extent of such work, if any;
  - G. He fails to report for work within two (2) working days following the expiration of an approved leave of absence without first notifying the City of the justifiable, legitimate and unavoidable reason for such absence, unless such failure is otherwise excused; or
  - H. He is absent from work for two (2) consecutive working days without notifying the City of the reason for such absence, except when the

failure to notify and work is due to circumstances beyond the control of the employee.

8.5: <u>Seasonal, Temporary Help.</u> Persons hired by the City within the Department of Public Safety to positions which are created for the summer or other temporary positions shall not be subject to the terms, benefits or conditions of this Agreement; provided, however, that such seasonal, paid-on-call, part-time or other temporary positions shall not be used to cause the layoff of bargaining unit personnel. Seasonal, paid-on-call, part-time or other temporary positions may be used for the purpose of filling vacancies in the Public Safety Department.

If an employee filling a seasonal or temporary position is retained as a regular full time employee in a non-seasonal and non-temporary position subject to this Agreement, such employee shall be covered by the provisions of this Agreement commencing from the date of hire into the full time position and shall be credited with the number of hours worked in the seasonal or temporary position toward their seniority and economic benefits, except for pension credit which shall begin upon hire into the full time position.

### ARTICLE 9 LAYOFF AND RECALL

### 9.1: <u>Layoff</u>.

- A. Layoff shall mean a reduction in force, within the bargaining unit, for any reason determined by the City.
- B. Layoffs within the bargaining unit shall be by classification seniority, with probationary employees laid off first before non-probationary employees, provided all remaining seniority employees are deemed by the City to possess the background, experience, training, skills, abilities and qualifications required to perform the remaining work.
- C. If a seniority employee is laid off pursuant to the above provisions, such employee shall have the limited "bumping" privileges set forth below. To be eligible to "bump", a laid off employee must:
  - 1. Be a seniority (non-probationary) employee; and
  - 2. Exercise such bumping privileges in writing to the Director of Public Safety, within forty-eight (48) hours of being notified of layoff; and
  - 3. Bump into a lower paid classification within the bargaining unit or into a lower paid classification in the non-supervisory unit of the POLC, if permitted by the POLC collective bargaining unit; and
  - 4. Have greater bargaining unit seniority than the person to be bumped; and

- 5. Be deemed by the City to possess all of the background, experience, training, skills, abilities and qualifications required to perform the work in the new classification; and
- 6. It is expressly understood and agreed, notwithstanding the layoff and recall provisions of this Article and notwithstanding any other terms and provisions of this Agreement, that the City may use volunteers (Civil Defense personnel, non-profit organizations), in any classification within the Department of Public Safety at any time.

An employee who is eligible to bump and who exercises bumping privileges pursuant to the above provisions will be paid at the rates applicable to the new classification.

#### 9.2: Recall.

- A. Within two years of the layoff, if the City determines to expand the work force, by adding or reinstating positions within any of the bargaining unit classifications from which seniority employees have been laid off, the following recall provisions shall apply:
  - 1. Seniority (i.e., non-probationary) employees who have been laid off from a given classification shall, if they are still eligible for recall and whether or not they have exercised bumping privileges as provided above, be recalled in the inverse order of their layoff from the classification affected, provided they are deemed by the City to possess the background, experience, training, skills, ability and qualifications required to perform the work in the classification to which they would be recalled.
  - 2. Recall notices shall be by mail, addressed to the employee's last known address. The employee must respond to the recall notice in writing within two weeks of the postmark date stating their intent to return. If no response is received, such employee shall be presumed to have resigned and shall have no further recall rights.
  - 3. Job vacancies which result from reinstatement of positions eliminated in connection with layoff, and which occur during a period when there are employees laid off who are eligible to be recalled, may be filled by the City through a recall as provided in this Article, without regard to the job posting provisions of this Agreement.

#### ARTICLE 10 JOB POSTING UNILATERAL TRANSFERS

If the City determines to fill a permanent vacancy (not caused by vacations, illness, leave, or similar reason) a written notice of the opening, indicating the job duties and rate, shall be posted on the bulletin board(s) for a period of seven (7) calendar days. Any employee may signify to the employer in writing during that period an interest in being considered for the opening. The City shall make their selection on the basis of their judgment of the qualifications, skill and ability of those bidding. Provided more than one employee is qualified, classification seniority will be considered. In the event the senior employee is not transferred a statement of why he was not chosen shall be given to the senior employee at his request. If no employee has bid, or the employer determines that no bidder has the appropriate qualifications, the vacancy may be filled by outside hiring. The first ninety (90) days on the new job shall be considered a trial period. During this trial period, the employee shall have the opportunity to transfer back to his former position, or if the employer deems the employee to be unsatisfactory in the new position, they may be returned to the former position at any time during this period at the rate of pay for the job being performed. The job vacated by a successful bidder need not be posted, but shall be filled at the discretion of the City. Written notification shall be given by the employer or employee, whichever initiated the reversion and statement of reason for the action, prior to the reversion. A successful bidder may not bid again until a minimum of twelve (12) months have passed. Such assignment shall not exceed twentyfour (24) months duration. Additional time may be added by mutual consent of the Union and City.

# ARTICLE 11 PROMOTIONS

- 11.1: This promotional procedure shall apply only to the classifications of lieutenant and captain.
- 11.2: <u>Selection Criteria</u>. Selection of employees for promotion shall be based on merit, inclusive of, but not limited to, the employee's ability to meet the minimum qualifications for the position, and demonstrating satisfactory job performance in the present classification.
- 11.3: The City shall post the availability of a promotional position opening. Non-probationary employees desiring to be considered for the position shall sign up within fourteen (14) days of the posting. Employees shall have the minimum qualifications as stated in the posting.
- 11.4: The City shall have the sole right to select from those employees who have signed the posting (as provided in 11.3) to the positions of lieutenant or captain. The Employer may utilize any procedure, if any, to determine which of the employee(s) is the most qualified.
- 11.5: <u>Probation</u>. The employee appointed to a promotional classification, shall serve a six (6) month probationary period in the position. During this period the employee may request to revert to their former classification, or if deemed to be performing unsatisfactorily may be reverted to their former position at their prevailing rate of pay for

the former classification. An employee reversion to the former classification during the probationary period only, shall not imply in his personnel records a discredit or demotion.

- 11.6: A sergeant may be assigned to perform lieutenant or captain duties without a pay adjustment for a consecutive period of up to fourteen (14) days provided said sergeant is qualified. Such work is usually assigned when a command officer is on vacation, absent due to illness or similar short term absences.
- 11.7: <u>Salary Placement Guideline</u>. Upon promotion, the employee's new salary shall be placed on the salary scale at a level that ensures no reduction in the employee's gross monthly income compared to their pre-promotion salary. If the calculated placement on the new scale results in a lower monthly income, the employee shall be moved to the next higher step on the scale.

In cases where the promotion involves a shift to a new bargaining unit or classification with a different salary structure, the employer will ensure that the promoted employee's monthly income remains equal to or higher than their previous monthly income.

The employer shall provide a written confirmation of the new salary placement at the time of promotion, including a breakdown of the calculation to verify compliance with this section.

#### ARTICLE 12 LEAVES OF ABSENCE

- 12.1: <u>Injury Leave</u>. An employee who receives an injury or has an illness which is compensable under the Worker's Disability Compensation Act of 1969 and who has PTO accrued or accumulated may elect to receive paid injury leave in conjunction with such Worker's Compensation benefits in accordance with the following terms and conditions:
  - A. During the first seven (7) days of the compensable disability (i.e. before Worker's Compensation benefits commence), an employee eligible for and electing such paid injury leave shall have his accrued and accumulated PTO charged at the full rate for those days until such accrued and accumulated PTO is exhausted.
  - B. After the first seven (7) days of the compensable disability (i.e. after Worker's Compensation benefits commence), an employee eligible for and electing such paid injury leave shall be paid an amount equal to the difference between his Worker's Compensation benefits and his normal salary and shall have his accrued and accumulated PTO charged on a pro-rated basis proportionate to the City's payment until such PTO is exhausted.
  - C. When and if an employee having received full or partial paid injury leave without set off of Worker's Compensation benefits becomes eligible for Worker's Compensation benefits covering the same disability period, the City shall be entitled to a credit, by refund or otherwise, of paid injury leave in an amount equal to the Worker's

Compensation benefits payable during said period. It is intended hereby that no employee shall receive more in paid injury leave and Worker's Compensation benefits than he would normally receive if working. Notwithstanding the provisions of this subsection, the City shall not be entitled to any such set off or credit with respect to so-called "specific loss" Worker's Compensation benefits paid pursuant to M.S.A. Section 17.237(361).

- D. If such paid injury is not elected, or if an employee has no PTO accrued and accumulated, or if such PTO has been exhausted, then and in any such event an employee shall receive only the Worker's Compensation benefits payable under the Act.
- E. Employees shall promptly report work-related injuries or illnesses to their supervisor.
- 12.2: <u>Bereavement Leave</u>. Eligible employees shall be granted bereavement leaves in accordance with the following terms and conditions:
  - A. In the event of a death in an employee's immediate family, such employee shall, upon request to the Director of Public Safety, be granted a leave of absence up to three (3) days without loss of pay, provided the employee is scheduled to work those days or is on his/her scheduled vacation. The employee may request to use bereavement leave at the time of death or for a future related event or celebration of life. Required traveling distance, family conditions, and the relationship of the deceased to the employee shall control the duration of such leave. Based on these foregoing factors, the Director of Public Safety may, in their further discretion, grant additional bereavement leave days to an employee for death in the employee's immediate family. For purposes of this Section the term "immediate family" shall mean:
    - Biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
    - Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
    - A person to whom the employee is legally married under the laws of any state or a domestic partner.
    - A grandparent.
    - A grandchild.
    - A biological, foster or adopted sibling.
    - Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
    - An unborn child.

- B. Nothing in this Section shall prohibit the granting of leaves of absence without loss of pay for periods of time less than one (1) full working day.
- 12.3: <u>Military Leave</u>. Any full-time employee who, while employed by the City, enters or has entered into active service in the United States Armed Forces, and who receives an honorable discharge and is still qualified to perform the duties of his former position and makes application for reinstatement within ninety (90) days after his discharge, shall be reinstated to his former position if it still exists, consistent with his seniority. The reemployment rights of such employees shall be in accordance with all laws and federal regulations.
- 12.4: <u>Jury Leave</u>. An employee who is summoned for jury duty and not relieved from such duty, shall be granted a special leave of absence for that purpose, provided he presents evidence of such duty to the City as far in advance as possible. Employees shall work scheduled hours when not serving as jurors, and an employee not selected to serve on a particular jury shall report to his scheduled work immediately after selection of said jury. The pay such employee shall receive for such jury leave shall be his basic rate for the time necessarily lost from his scheduled work, less any amount received for such jury duty.
- 12.5: <u>Unpaid Leaves of Absence</u>. Employees may, for good and substantial reasons, be granted unpaid leaves of absence in accordance with the following terms and conditions:
  - A. Applications for such unpaid leaves of absence shall be in writing, signed by the employee, stating the reasons for such leave, and shall be filed with the Director of Public Safety and the City Manager.
  - B. Requests for unpaid leaves of absence shall be answered by the City within two (2) weeks (14 calendar days) from the date of receipt of application by the Director and the City Manager, and such leaves of absence shall only be granted upon the prior written approval of the Director of Public Safety and the City Manager.
  - C. Such unpaid leaves of absence, if granted, shall state the period thereof, but shall in no event exceed twelve (12) months.
  - D. Employees shall not accrue seniority, PTO or holidays while on leaves of absence granted pursuant to the provisions of this Section.
  - E. Employee insurance benefits provided by this Agreement shall be the responsibility of the employee while on leaves of absence outside of FMLA granted pursuant to the provisions of this Section.
- 12.6: <u>General Provisions</u>. Except as otherwise specifically provided in this Agreement, leaves of absence outside of FMLA granted pursuant to this Article shall be subject to the following terms and conditions:
  - A. Employees shall not accrue seniority while on such leaves.

- B. PTO and holidays earned prior to the leave will be retained, but such benefits will not accumulate during leaves of absence.
- C. All leaves of absence shall be without pay except as otherwise provided in this Article.
- D. Notwithstanding the above provisions, the City may terminate a leave of absence if evidence indicates such leave is no longer applicable. The employee shall be notified of such fact and shall report for work within seven (7) calendar days thereafter or shall be considered to have voluntarily quit. (Such notice shall be by ordinary mail to the employee's last address on record with the City).
- E. Verification of the leave status of an employee may be required by the City, upon request to the employee; and if such verification is not received within seven (7) calendar days after being requested, such employee shall be considered to have voluntarily quit. (Such request shall be by ordinary mail to the employee's last address on record with the City.)
- F. Upon an employee's return or anticipated return from any leave of absence, the City may require a physical examination and proof of fitness prior to allowing the employee to return to work.

# ARTICLE 13 PAID TIME OFF (PTO)

13.1: <u>Use of PTO</u>. Paid Time Off (PTO) is intended to be used for vacation, ESTA sick days, and personal business. Furthermore, employees must use PTO for any vacation, ESTA sick days and personal days taken. Employees may not have unpaid time off until all PTO is exhausted. Upon proper notice as provided herein, PTO use will be approved provided that, in the opinion of the Department Director (or designee), such time off does not interfere with Department operations or interfere with an employee's right as governed under the Michigan Earned Sick Time Act (ESTA). It is understood that the Department must have adequate staffing at all times.

### 13.2: <u>PTO Amounts</u>. PTO will be accrued bi-weekly as follows:

Date of Hire through 7th year of service: 156 hours (6 hours)
July 1 following 7th year through 12th year of service: 198 hours (7.62 hours)
July 1 following 12th year through 19th year of service: 240 hours (9.24 hours)
July 1 following 19th and subsequent years of service: 282 hours (10.85 hours)

13.3: <u>Notification for Use.</u> In order to use PTO, employees must schedule PTO in advance in accordance with Department rules, and PTO must be approved in advance by the appropriate Department designee. The only exception is the use of PTO for the purpose of sickness or accident. In the case of sickness or accident, the employee is required to notify his/her supervisor in accordance with Public Act 338 of 2018, as amended.

13.4: <u>PTO Use for Illness</u>. PTO is available for use for illness under the rules and guidelines of the ESTA for the following reasons:

a) The employee's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the employee's mental or physical illness, injury, or

health condition; or preventative medical care for the employee.

 For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the employee's family members' mental or physical illness, injury or health condition; or preventive medical care for

a family member of the employee.

c) If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

d) For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or

- e) For the closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
- f) For the loss of an unborn child.

For the purposes of this policy, "family member" includes all the following:

a) Biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.

b) Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.

 A person to whom the employee is legally married under the laws of any state or a domestic partner.

d) A grand parent.

e) A grandchild.

f) A biological, foster or adopted sibling.

g) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

h) An unborn child.

13.5: PTO Use for Vacation. The City shall establish a schedule of available PTO vacation times. Each such schedule shall indicate how many employees may be absent for vacation, and the schedule shall be posted each year by January 10th. Employees shall have an opportunity to indicate their vacation time preference on the schedule on the basis of their seniority within each team, with the most senior employee within each team entitled to choose his/her vacation time first and the remaining employees within the team entitled to choose their vacation times in order of their respective seniority. Each employee shall have one week (7 calendar days) within which to choose his/her vacation

time. In the event any employee fails to indicate his/her vacation time preference in any year within said period, such employee shall be placed at the bottom of the seniority list for vacation time selection purposes in said year.

- A. If at least two (2) weeks' notice is provided by the requesting employee, the City shall permit a minimum of two (2) bargaining unit employees assigned to each of the twelve (12) hour shift teams, off on vacation per week. This minimum does not include employees whose regular assignments are other than those of road patrol and fire suppression.
- B. One Sergeant will be allowed to be off on PTO vacation <u>per day</u> for July 4<sup>th</sup> and during the week of the annual Coast Guard Festival. Individuals in the position of Lieutenant, Captain and Fire Marshal must work on July 4<sup>th</sup> and during the week of the annual Coast Guard Festival.
- 13.6: <u>Payment</u>. Paid Time Off shall be paid at employee's regular straight time rate, exclusive of any premiums or differential pay, up to a maximum per day of eight (8) hours for eight (8) hour shift employees and up to twelve (12) hours per day for employees working twelve (12) hour shifts. PTO may not be used in increments of less than one (1) hour.
- 13.7: <u>Maximum Accrual.</u> An employee may not have more than 72 hours over their accrual tier maximum in their PTO bank. Before June 30 of each year employees may elect to deposit 72 hours of PTO into a pre-tax account of their choosing (i.e. HCSP, HSA or 457) at 100% of the value. Employees may not waive PTO and take pay in lieu of leave.

Effective 7/1/2025, employees will be allowed a one-time election to deposit an additional 72 hours of PTO into a pre-tax account of their choosing (i.e. HCSP, HSA or 457) at 100% of the value in December 2025).

- 13.8: <u>Pay Out of PTO Bank Upon Separation</u>. Employees who voluntarily quit after giving two (2) weeks' advance written notice, or who terminate due to death, military service or retirement, will be paid any amounts remaining in their PTO bank. Upon death, PTO will be paid out to the employee's estate.
- 13.9: Transition to PTO Sick Leave. Effective July 1, 2017, no additional sick time will be added to employee sick leave balances. An employee's sick leave balance on June 30, 2017 will be frozen and available to him/her for the duration of the employee's employment with the City to use to supplement short term disability payments and worker's disability compensation payments to a maximum of 100% of the employee's base wage or for other leaves of absence authorized by the Public Safety Director. Upon the employee's death or retirement from active service under the City retirement program, the employee (or the employee's beneficiary in the case of the employee's death), will receive 50% of all unused sick leave days at the employees' wage rate at the time of death or retirement. "Retirement" for purposes of this Section, shall mean that an employee is immediately eligible to collect full retirement benefits from MERS upon leaving the City's employment, and is not applicable to employees who will be eligible to collect a full retirement benefit at a later date due to their service with the Employer.

An employee covered by this contract may request a one-time payout of their sick leave balance and will receive 50% of all unused sick leave at the employees' wage at the time of the request. This provision must be requested no later than June 15, 2028 and is not transferrable to any additional future contracts.

The only exception to the 50% payout of the frozen sick bank described above is a duty-incurred death. Upon the duty-incurred death of an employee, such employee's estate shall be paid the full amount (100%) of his/her accumulated sick leave hours. As used herein, the phrase "duty-incurred death" shall mean death resulting directly from specific and identifiable personal injury or injuries sustained in the course of active duty with the City.

- 13.10: <u>Donation of PTO</u>. Under the following circumstances a POLC unit employee with a minimum of two (2) years of service shall have the right to donate up to 60 hours per year of PTO to another POLC Employee provided:
  - 1. A POLC unit employee has a serious long-term illness or injury and the Member has exhausted all PTO and any amounts in his/her frozen sick leave bank, or;
  - 2. A POLC unit employee has an immediate family member, who has a serious long term illness or injury that requires care and the POLC unit employee has exhausted all PTO and any amounts in his/her frozen sick leave bank to provide this care.
  - 3. After making a donation the donator must have a balance of at least 60 hours in their PTO bank.

Donations will only be accepted up to 13 weeks. In the event of a maternity leave or other disability, donations will only be accepted through the Doctor's certified period of disability. Donated PTO days will be applied to the recipient in the order donated. Donations that go beyond the disability period will be returned.

To donate PTO time, employees must complete and sign a PTO Transfer Request form. The completed and signed form is to be submitted to the Payroll Department for processing. The City reserves the right to request a physician certification of illness/disability upon request. The donation of PTO time will be transferred on an hour for hour basis.

If a POLC unit employee has a qualifying long-term illness, injury, or care requirement and has exhausted all paid time off days, they may request time donations in accordance with the aforementioned requirements. It is the Employee's responsibility to contact Human Resources to begin the donation request process prior to exhausting all available Paid Time Off. The request must be made prior to running out of Paid Time Off.

#### ARTICLE 14 HOLIDAYS

14.1: <u>Holidays and Pay</u>. Subject to and in accordance with the provisions of this Article, eligible work employees shall be entitled to holiday pay for the following days:

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New Year's Day Washington's Birthday Memorial Day Labor Day Veteran's Day Christmas Day Martin Luther King Day Easter Independence Day Columbus Day Thanksgiving Day

All employees shall be paid a dollar amount equal to five and one half percent (5.5%) of their individual base pay as holiday pay in the last pay period of November. New employees shall have the holiday pay prorated over the holidays occurring after the employee's date of employment with the City.

Captains and lieutenants and bargaining unit employees assigned to an investigator position on a temporary basis shall receive holiday pay, work forty (40) hours per week and shall be permitted to take six (6) of the designated holidays off with pay. Designation of the holidays taken off shall be mutually selected between the employee and the City. Captains and lieutenants must work five (5) holidays to be eligible for holiday pay.

Holiday pay will be prorated for employees leaving the employment of the City based upon actual holidays occurring prior to the last day of work.

In addition to holiday pay, if an employee is not scheduled to work a holiday and is required to or volunteers to work the holiday, the employee shall receive premium pay at double time (2x) for all hours actually worked on the holiday.

14.2: <u>Active Employment</u>. No holiday pay will be paid to an employee for any holiday which occurs after the date of his quit or discharge, or while he is on leave of absence, or while he is absent due to a non-occupational illness or injury or absent due to an occupational disability exceeding one hundred and eighty (180) calendar days, or while he is laid off. It is understood that holiday pay shall not be denied an employee for any holiday falling within the first one hundred and eighty (180) calendar days of an occupational disability.

### ARTICLE 15 INSURANCE

15.1: <u>Hospital-Medical Insurance</u>. Regular full-time employees will be eligible to participate in the City of Grand Haven's chosen health insurance program. If the City of Grand Haven offers more than one health insurance carrier or more than one plan under the health insurance carriers, the regular full-time employees will have the option of choosing one of the plans. All rules and regulations set forth by the City of Grand Haven will be applicable to all regular full-time employees.

City contributions toward hospital-medical insurance shall be continued for eligible employees during fully paid leaves of absence or an approved FMLA leave; but they shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and they shall cease effective upon such an employee's termination of employment.

Eligible employees who participate in the employer's health insurance shall be required to contribute up to 20% towards the monthly premium, or whatever percent the non-union group is paying for the monthly premium for the plans offered, whichever is less.

The "percentage" is based on the Employer's rates and the recommendation from its TPA, not to exceed the BC/BS illustrated rates. The employer shall make available a pre-tax 125 plan for employees to pay for out of pocket expenses as identified under the provisions of the law. Unless mutually agreed otherwise, the Rx copay for the plans will be a five-tier copay at \$10/\$40/\$80/15%/25%. A maximum outlay applies on the 15% tier (\$150) and the 25% tier (\$300).

15.2: <u>Long Term and Short Term Disability</u>. Employees shall continue to be covered by the City's Long Term Disability Insurance program on the same terms and conditions as applied to other City employees.

The Employer shall maintain a short-term disability insurance program for members of the bargaining unit. Qualification for receiving these benefits are set forth in the terms of the short-term disability insurance program as determined by the insurance carrier.

15.3: Retirees. Regular full-time employees hired by the City before January 29, 2009, who: (i) participated in the group hospital-medical insurance and dental insurance program provided through the City immediately prior to their retirement, and (ii) retire at an age and after sufficient years of credited service with the City to be eligible for full retirement benefits under the City's retirement plan (MERS) or retire under the disability retirement provisions of the City's retirement plan, shall be eligible to remain in said group hospital-medical insurance program and dental, provided such retired employees are permitted by the insurance carrier to continue such participation. Such participation may include eligible dependents (if elected), but shall be subject to the following additional terms and conditions:

Effective July 1, 2014 such participation shall cease upon the happening of the following event:

the retired employee attains the age of sixty-five (65) and the retiree is eligible for Medicare from any source.

Upon becoming eligible for medical coverage/benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage.

The cost of such group hospital-medical and dental insurance for such retired employees (including eligible dependents, if elected), shall be paid seventy-five (75%) percent by the City and twenty-five (25%) percent by the retired employee. The retired employee's portion of the cost of such insurance shall be invoiced monthly by the City's Finance Department. The retired employee must deposit, with the City Treasurer such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program.

A retiree may waive insurance coverage to which he/she is entitled to under this Agreement but is not eligible to receive an opt-out payment. A retiree eligible for continued coverage under this section who has elected to waive the employer provided health insurance shall be entitled to re-enroll (opt back in) into the employer provided retiree health insurance plan during open enrollment periods or within thirty (30) days of a Qualifying Life Event (QLE). The retiree shall be limited to re-enrolling themselves, their spouse at the time of retirement, and qualified dependents.

15.4: Post-65 Retirees. If a retired employee hired by the City before January 29, 2009 remained in the City's group hospital-medical insurance program pursuant to Section 15.3 above, and if he can no longer remain in such group hospital-medical insurance program pursuant to Section 15.3 above for the sole reason that he has attained the age of sixty-five (65), such retired employee may remain in such group hospital-medical insurance program pursuant to this Section, if such continuation is allowed by the insurance carrier. If the retiree is eligible for Medicare coverage/benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage. The cost of such group hospital-medical insurance for such retired employee (including eligible dependents, if eligible and if elected) shall be paid ten (10%) percent by the City and ninety (90%) percent by the retired employee. The retired employee's cost of such insurance shall be invoiced monthly by the City's Finance Department. The retired employee must deposit, with the City Treasurer, such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program. The retired employee's participation shall also cease upon the retiree's death.

#### 15.5: Life Insurance.

A. Regular, full-time employees shall be eligible to apply for participation in a group term life insurance program (including double indemnity) provided through the City at the rate of fifty thousand (\$50,000) dollars per employee. The entire cost of such employee coverage shall in be paid by the City.

Such City contributions toward life insurance shall be continued for eligible employees during fully paid leaves of absence or an approved FMLA leave; but they shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and they shall cease effective upon such an employee's termination of employment.

#### 15.6: <u>Dental Insurance</u>.

A. Regular full-time employees shall be eligible to participate in a group dental insurance program provided through the City (including basic dental coverage on a 75/25 co-pay basis with an \$800.00 minimum benefit and a basic orthodontic rider on a 75/25 co-pay basis with a \$1,200.00 minimum lifetime benefit, with the insurance program responsible for the large percentage of the co-pay arrangement).

B. The cost of such group dental insurance coverage, including eligible employees and eligible family dependents when elected, shall be paid eighty (80%) percent by the City and twenty (20%) percent by the employee. The employee's share of the premiums shall be paid by payroll deduction. If, however, an employee's check is insufficient to cover the employee's portion of the cost, the employee shall promptly and timely deposit with the City's Treasurer (or his designee) such additional monies as are necessary to cover the employee's portion of the cost; and failure of the employee to do so shall terminate the City's obligation to pay its share of the premiums for such employee and his eligible family dependents. The City's liability hereunder shall be limited to the prompt payment of its portion of the premiums.

The City's obligation to pay its portion of the premiums for such group dental insurance coverage shall be continued for eligible employees during fully paid leaves of absence or an approved FMLA leave; but it shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and it shall cease effective upon such employee's termination of employment.

- 15.7: <u>Vision Insurance</u>. Regular full time employees will be eligible to participate in the City's vision insurance program which provides insurance coverage for vision care related expenses such as eye exams, glasses, contact lenses, etc. The City will pay for 40% of the vision coverage for the employee and qualified dependents.
- 15.8: <u>Change of Carriers</u>. The City shall have the right with respect to the group hospital-medical insurance program, the group term life insurance program, the group dental insurance program and the group vision insurance program to change insurance carriers provided the insurance coverage is basically comparable to or better than such existing coverage.
- 15.9: Insurance Continuation: In the event that a regular full-time employee, who had been eligible to participate in one (1) or more of the City's group insurance programs, ceases to be actively employed by the City and thereby ceases to be eligible for participation in any City group insurance program (except to the extent specifically provided above for the continuation of certain retired employees in the City's group hospital-medical insurance program), the ability of any such employee to continue in any City group insurance program shall be governed by the requirements of United States Public Law 99-272, the Consolidated Omnibus Budget Reconciliation Act of 1985, or any successor statute, to the extent Public Law 99-272 or any successor statute is applicable to the City.
- 15.10: Employee's electing to waive the employer's health insurance coverage shall be given the following amounts either, at the employee's option, into a 457 deferred compensation plan or cash:

Eligible for family coverage elected no coverage	\$3,000
Eligible for family coverage elected single coverage	\$1,750
Eligible for two-person coverage elected no coverage	\$2,000
Eligible for two-person coverage elected single coverage	\$1,750

Eligible for single coverage elected no coverage

\$1,750

In the event payment of the above amounts would cause the City to be subject to a penalty or other adverse result under the Affordable Care Act or other federal or state legislation, the amounts shall be reduced to the extent necessary to avoid the penalty/adverse result. If an employee did not complete a full year of service, the amount would be prorated. An employee who terminates during the probationary period would not be receiving this benefit. The amounts provided herein would be placed into the deferred compensation plan or paid out at the end of the calendar year.

In the event a bargaining unit employee has a spouse also employed by the City, neither spouse will be eligible for the payment in lieu of insurance.

The parties agree that if the City offers a City-wide insurance opt out plan, it may make the plan available to POLC bargaining unit employees, provided the opt out benefit exceeds the opt out benefit contained in the parties' current collective bargaining agreement.

15.11: <u>Health Care Savings Program.</u> The post-employment Health Care Savings Program (HCSP) is an employer-sponsored savings account designed for an employee to set aside money to cover escalating costs of post-employment health care. Under the program, contributions are made during active employment. When employment is separated, regardless of the reason or age of the employee, the employee may be reimbursed for healthcare related expenses through this account. This account may be used by the employee, employee's spouse and/or legal dependents. These funds are pretax dollars for both the employee and employer.

Sections 15.3 and 15.4 will remain only for employees hired before January 29, 2009. Employees hired before January 29, 2009 have a mandatory contribution to the HCSP with no City match available. The amount of the contribution is 0.25% or the amount of the employee's contribution on record with MERS on May 1, 2011. Employees in this group may choose to waive their right to retiree health care under 15.3 and 15.4 and be treated as a new employee for the purposes of the HCSP match. To exercise this option an employee should contact Human Resources to complete a request form.

Employees hired on or after January 29, 2009 will only have the HCSP, but the City will match the employee's contribution. The contribution amount is 3% of gross wages and will be matched by the City at 100% (3% of gross wages).

## ARTICLE 16 PENSION

16.1: The City of Grand Haven has adopted the Michigan Employees Retirement System (MERS) effective March 1, 1993. The following MERS benefit programs have been adopted for all employees:

A. Benefit Description:

 Non-standard 3.0% Multiplier for all employees for all service prior to July 1, 2013.

- 2.5% Multiplier for all service after July 1, 2013.
- The parties agree that a Termination FAC will be used in the final pension calculation.
- Maximum benefit 80% of FAC.
- Benefit F50 (With 25 Years of Service).
- 10 Year Vesting.
- Benefit FAC-3 (3 year Final Average Compensation)
- Benefit E-1 (Annual Increases for Past Retirees)
- Benefit E-2 (Annual Increases for Future Retirees)
- RS-50
- 16.2: For purposes of the City's MERS benefit plan, part-time employees as defined herein are not enrolled in MERS. A part-time employee who becomes full time shall receive no service credit for any period of part-time employment.
- 16.3: Both the City and each employee shall split the cost to fund the required MERS contribution on a 50-50 basis with an employee maximum contribution of 17% (with the applicable MERS conversion factor applied to the employee contribution). The percentage of employee and City contributions necessary to maintain the 100% funding level will be determined based upon the annual actuarial report. In no case will the City and employees each contribute less than 2%.
- 16.4 The City reserves the right to close the Defined Benefit Plan to new hires. New hires will be offered a Defined Contribution Plan with a 12% employer contribution and an 8% employee contribution. The vesting schedule for the Defined Contribution Plan will be 50% at year 3 and 100% at year 5. A conversion option (move from current Defined Benefit Plan to new Defined Contribution Plan) will be available to existing employees at the current PVAB as defined by MERS at the time of conversion.
- 16.5: Employees who choose to remain in the Defined Benefit Plan will do so for the duration of their employment with the City. The acceptance of another position or promotion within the department will not affect the opportunity to remain in the Defined Benefit Plan.
- 16.6: If City Council pursues voter support, and if there is voter support in a successful millage request during the term of this collective bargaining agreement, the Defined Benefit Plan employee cap will decrease to 15%.
- 16.7 <u>401A Money Purchase Plan</u>. The City of Grand Haven provides a money purchase plan, which is a tax deferred retirement plan. The employer's contribution will be two (2%) percent of the employee's base earnings and the employee's contribution is a mandatory two (2%) percent of the employee's base earnings.

The City has the right to change providers when deemed necessary.

The Fire Marshal shall receive the 2% employer contribution with a mandatory 2% employee contribution as outlined in this section.

16.6 <u>Roth IRA Deductions.</u> The City shall provide employees the option to make Roth IRA contributions via payroll deduction.

# **ARTICLE 17** UNIFORMS

- 17.1: The City shall provide employees with uniforms in accordance with established Department specifications and as outlined in attached Appendix C. The Fire Marshal shall receive the same uniforms and equipment as outlined in the POLC Patrol contract for Fire Marshal/PSO III/Investigator.
- 17.2: All employees shall have the standard uniform, and the replacement of worn out or damaged articles of clothing shall be by the City as needed, but not more often than every six (6) months. Prior to ordering replacement uniforms and clothing, employees shall present worn out or damaged clothing to the Departmental Quartermaster or his designee for inspection.
- 17.3: All Public Safety Officer/Investigator Sergeants, lieutenants and captains (excluding bargaining unit members assigned to WEMET), shall be reimbursed post-tax up to \$1,000 per year for clothing necessary to perform their duties. Bargaining unit members assigned to WEMET shall receive \$500 per year. Temporary Investigators Sergeants whose assignment exceeds ninety (90) calendar days shall receive a pro-rated investigator clothing allowance.
- 17.4: <u>Cleaning Allowance</u>. The City shall provide a cleaning service for employees (except full-time investigators, but including lieutenants and captains) of an amount up to \$450 per year, provided that all uniforms be professionally dry cleaned. The City shall provide a cleaning service to investigators, sergeants and bargaining unit members assigned to WEMET of an amount up to \$250 per year for cleaning of their clothing used in the performance of their duties.

# ARTICLE 18 WAGE/SALARIES AND OTHER COMPENSATION MATTERS

18.1: Wage/<u>Salary Schedule</u>. Employees shall be paid in accordance with the salary schedule attached hereto and made a part hereof as Appendix "A".

18.2: <u>Merit Achievement Pay</u>

The parties reserve the right to meet and, upon mutual agreement, modify the Merit Achievement Program. All employees shall receive such additional compensation for which they qualify as follows:

A. Employees qualifying, shall be eligible for semi-annual payments, to be made in December and June of each fiscal year, in accordance with the following schedule:

YEARS OF SERVICE After 3 years of service ANNUAL PAYMENTS \$200.00 per year

\$400.00 per year
\$800.00 per ýear
\$1200.00 per year
\$1600.00 per year
\$2000.00 per year

As used, "years of service" shall mean an employee's length of continuous and uninterrupted service with the Department of Public Safety from the date of last hire, excluding leaves of absence.

#### B. Qualifications.

- 1. Three (3) Years of Public Safety Service. An employee must have at least three (3) years of continuous and uninterrupted service with the Department of Public Safety from the date of last hire, and must possess and demonstrate continued progressive interest and achievement in the Department by carrying out duties and assignments to the best of his or her ability and in accordance with the rules, regulations and policies of the Department.
- 2. <u>Performance Evaluation</u>. To be eligible for merit payment, an employee must have received a satisfactory rating (average of all 4-month rating periods), on his or her performance rating.
- 3. <u>Physical Condition</u>. An officer must keep him/herself in good physical condition.
  - a. An officer may qualify by successfully completing one (1) of the following three (3) alternatives:
    - (1) Meeting all requirements of LEVEL 1 (Bronze) proficiency level (or better) of the Public Safety Physical Fitness Program, attached as appendix "D". If an Officer chooses and successfully completes the requirements of the LEVEL 1 (Bronze), LEVEL 2 (Silver), or LEVEL 3 (Gold) portion of the Public Safety Physical Fitness Program, the Officer will receive an additional annual payment as outlined in Appendix B –OR
    - (2) Participate in the one hundred (100) miles in one hundred days walking program. OR -
    - (3) Participate in a pre-approved self-disciplined wellness program.
  - b. In the event an officer incurs some physical injury or disability in the line of duty, or through ill health or accident over which the officer has no control, and the impairment is not of such nature as to disqualify the

officer from Public Safety service, this qualification may be waived upon receipt of a physician's certificate indicating that the meeting of this requirement would be injurious to the officer's health.

c. An officer not meeting this requirement will forfeit one-half (½) of the semi-annual Merit Achievement payment for that six (6) month period.

#### 18.3: Hours of Work.

- A. The normal bi-weekly pay period consists of an average of eighty-four (84) hours. It is understood that sergeants are always on duty regardless of break periods and shall be required to respond to those urgent aspects of their job that may arise while on break.
- B. The Fire Marshal bi-weekly pay period shall consist of an average of 80 hours on a schedule determined by the employer. It is understood that the Fire Marshal is always on duty regardless of break periods and shall be required to respond to those urgent aspects of their job that may arise while on break.
- 18.4: Overtime. Time and one-half (1-1/2) of an employee's regular straight time hourly rate of pay shall be paid for all time, to the nearest quarter (1/4) hour, necessarily spent on the job including compensated time with regard to holidays, PTO, and on-the-job injury which cumulatively is in excess of eighty-four (84) hours per biweekly pay period for Sergeants and eighty (80) hours for the Fire Marshal. There shall be no pyramiding of premium pay. The City further agrees to guarantee minimum overtime as follows:
  - A. This Section 18.4 shall apply to Sergeants and the Fire Marshal. Lieutenants and Captains are not eligible for overtime pay under this Section.
  - B. Signing complaints, warrants, consultation with the Prosecutor and/or City Attorney two (2) hours minimum at the time and one-half (1-1/2) the prevailing hourly rate.
  - C. Court Appearances two and one-half (2-1/2) hours minimum at time and one-half (1-1/2) the prevailing hourly rate or time and one-half (1-1/2) of the actual time spent, whichever is greater. All witness fees shall be returned to the City.
  - D. Call Back When an employee is called in to perform work at a time other than that for which he/she has previously been scheduled, they shall receive not less than three (3) hours at time and one-half (1-1/2) for work performed. The three (3) hour minimum provision shall not apply to employees who are called in for periods of less than three (3) hours prior to the start of their duty watch but who continue to work their regular duty watch thereafter. Employees scheduled at least seven (7) calendar days in advance to attend meetings, shall receive a minimum of one (1) hour or the actual number of hours, whichever is greater, at time and one-half.

18.5: Pay or Compensatory Time Off. Employees eligible to be paid at time and one-half (1-1/2) rates pursuant to Section 18.4 may elect to receive either time and one-half (1-1/2) pay or time and one-half (1-1/2) compensatory time off. All such elections shall, however, be subject to the following provisions:

- A. The election of pay or compensatory time off must be made in writing before the end of the pay period in which it is earned. Otherwise the City may elect for the employee. Once the election of pay or compensatory time off is made, it may not thereafter be changed without the express prior consent and approval of the City.
- B. Compensatory time off earned and elected shall be subject to a maximum logged accumulation of eighty (80) hours. (Employees may not log or accumulate compensatory time off beyond the maximum allowed herein; and an employee having accumulated the maximum allowable compensatory time off must elect pay instead of additional compensatory time off).
- C. Compensatory time off may only be taken at times which are approved, in advance, by the City.
- D. Compensatory time off banks shall be paid out in full to the employee upon separation of employment.

#### 18.6: Licensure and Education

- A. Employees who are licensed in Michigan as a Paramedic shall receive a twelve hundred fifty dollar (\$1250.00) bonus on or before July 1 of each calendar year.
- B. Employees who are licensed in Michigan as an Emergency Medical Technician (EMT) shall receive a seven hundred fifty dollar (\$750.00) bonus on or before July 1 of each calendar year.
- C. Employees who possess a Master's Degree shall receive a twelve hundred fifty dollar (\$1250.00) bonus on or before July 1 of each calendar year.
- D. Employees who possess a Bachelor's Degree shall receive a seven hundred fifty dollar (\$750.00) bonus on or before July 1 of each calendar year.
- E. Employees who possess a Master's Degree shall not receive an additional bonus for a Bachelor's Degree.
- F. Bachelor's or Master's Degree must be in a subject matter directly related to employment as a Public Safety Officer, such as Criminal Justice, Psychology, Sociology, Counseling, Information Technology,

Security, Public Administration, or similarly related subject to qualify for the bonus. Final determination of education qualifying for the bonus to be made by the Public Safety Director.

- G. Employee's who possess a Bachelor's or Master's Degree and receive a bonus for that degree shall not be eligible for the bonus for Paramedic/EMT license.
- H. Employees who are licensed in Michigan as a Paramedic or EMT and receive a bonus for that license shall not be eligible for the Bachelor's or Master's Degree bonus.
- 18.7: <u>Shift Differential.</u> All employees regularly assigned to a night shift, shall receive an additional one dollar (\$1.00) per hour for all hours worked on their shift.

18.8: <u>Longevity Retention Pay</u>. All regular, full-time employees in the active service of the Employer shall be entitled to receive Retention Pay for their length of continuous service with the Employer. Such pay will be based on the following schedule:

If an employee leaves employment with the City of Grand Haven their Retention Pay that they would otherwise be entitled to for that year, will be prorated and paid by the employer to the employee. Such prorating shall be calculated on a monthly basis for that specific calendar year.

5 or more but no more than 9 years of continuous service: \$ 500 10 or more but no more than 14 years of continuous service: \$ 1,000 15 or more but no more than 19 years of continuous service: \$ 1,500 20 plus years of continuous service: \$ 2,000

Such Retention Pay shall be paid in a separate check no later than the first payday in July of each calendar year.

Employees must leave employment with the City of Grand Haven in "good standing" to be eligible for receipt of above prorated Retention Pay. Examples of "good standing" include but are not limited to the giving of at least two (2) weeks' notice, separation agreement, death or reasons otherwise excused or excepted by management.

#### ARTICLE 19 NO STRIKE

19.1: The Union agrees that during the term of this Agreement it, its members, or any employee in the bargaining unit represented by it, will not call, authorize or participate

in any strike, work stoppage or other significant interruption or interference with the normal business or activities of the City. The City shall, in addition to any other remedy, have the right to discipline or discharge any employee participating in any such interruption or interference; and the union shall not oppose such discipline or discharge, except that the Union may oppose such discipline or discharge if the employee asserts in good faith that he did not participate in such interruption or interference.

### ARTICLE 20 MISCELLANEOUS PROVISIONS

### 20.1: <u>Severability</u>.

- A. If any Article, Section, paragraph or clause of this Agreement, or any riders thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section, paragraph or clause shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or application of such Article, Section, paragraph or clause to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any Article, Section, paragraph or clause is held invalid or compliance with or enforcement of which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, paragraph or clause during the period of invalidity or restraint.
- 20.2: <u>Bulletin Board</u>. The City agrees to provide the Union with a bulletin board, at a place mutually agreeable to the City and the Union, for use by the Union in posting appropriate notices pertaining to the Union and its bargaining unit members.
- 20.3: Shift Schedules. Prior to implementation, the City shall post for bid, when more than one shift per twenty-four (24) hours is required, available shifts and shift hours. Non-probationary employees shall be permitted to select the shift of their choice by classification seniority. The City reserves the right to deny a shift bid, regardless of seniority, if it will result in a married couple working the same shift. If two employees working on the same shift marry, the least senior employee will be transferred to another shift unless the parties mutually agree otherwise.

The City shall be permitted to change an employee's shift and/or team bid for the purpose of attending training, to cover for other employees while attending required training, and to cover for short-term or long-term vacancies due to injury, illness, leaves of absence, retirements, or changes in assignment. If an employee's shift bid is changed for short-term department operational needs other than training, the change shall not exceed 4 months per calendar year provided the City:

- A. First attempt to solicit volunteers who are willing to have their schedule altered to cover the vacancies.
- B. If no employees volunteer to change shifts, the City shall make the necessary schedule changes and notify the affected employee(s) at least two (2) weeks in advance of the proposed schedule change.
- C. When a change is made pursuant to B above, the least senior employee(s) on the effected shift(s) shall be changed.
- 20.4: Residency. All employees included in the POLC- Command bargaining unit and hired on or after July 1, 1987 shall reside and maintain their principal domicile within the limit of 35 miles from the nearest City limits of the City of Grand Haven. This Section shall be interpreted and construed consistent with applicable state law.
- 20.5: <u>No Tobacco Policy</u>. All employees in the Union's bargaining unit are prohibited from using tobacco products on duty as a condition of continued employment.

Any employee violating this policy will be subject to discipline, up to, and including, discharge.

- 20.6: <u>Educational Reimbursement</u>. Bargaining unit employees are eligible to apply for tuition reimbursement in accordance with the City's Tuition Reimbursement Policy.
- 20.7: All employees hired after July 1, 1992 must agree to cross-train and be certified as both police officers and fire fighters.
- 20.8: Employees whose shifts include the hours during spring daylight savings time change shall not be required to submit one (1) hour of accrued PTO deduction from their accrued PTO bank but rather will be compensated the one (1) hour of time by the employer.

Employees whose shifts include the hours during fall daylight savings time change shall be compensated one (1) hour at time and one-half their regular straight time wage.

20.9: Employees assigned voluntary training or schools shall not be entitled to overtime compensation unless the total number of hours in training or attending school, including travel time, exceeds their normal regularly scheduled work day or work week or is required by law.

Travel time shall only be considered if the training or school location is outside the Counties of Ottawa, Muskegon, Kent or Allegan.

- 20.10: The Union and employer agree to adhere to the City of Grand Haven drug-free workplace policy, as amended.
- 20.11: Those employees in the classifications of Lieutenant, Captain and Fire Marshal shall be permitted to use their assigned vehicle up to a distance of one hundred (100) miles from the City limits while off duty.

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20.12: <u>Fitness for Duty.</u> In the event that the Department Director determines that good cause exists to evaluate a member's fitness for duty, a referral shall be made to a practicing and licensed physician, psychiatrist or psychologist having experience conducting examinations for peace officers or peace officer candidates. Said evaluation shall be directed only to the professional conducting the examination, and shall identify the officer's duties and responsibilities as well as any specific areas of concern underlying the referral. The decision to send a member for a fitness for duty examination shall be at the discretion of the Department Director. However, in identifying areas of concern, the Department Director shall consider only those matters which are relevant to the ability of the member to perform his or her duties.

All communications between the member and physician, psychologist or psychiatrist shall be deemed confidential and shall not be disclosed to the City unless a written waiver has been executed by the member. A refusal to sign the waiver shall be considered insubordination and may result in discipline, up to and including termination of employment.

In the event that the physician, psychologist or psychiatrist selected by the Department Director renders an opinion ("first opinion") that the member is unfit to perform his or her duties, the City will allow the individual to apply for a leave of absence in accordance with the policies of the City. The purpose of the Leave of Absence will be to allow the employee the time and focus to successfully be deemed fit for Duty and return to active duty. When an employee believes that they have indeed completed all steps necessary for them to be re-evaluated, the member shall have the right (at his or her own expense) to have an independent professional, with qualifications as identified above, perform a second evaluation and render an opinion ("second opinion") as to the member's fitness for duty. The member shall be permitted to use accumulated paid sick leave for time off necessary to procure the second opinion.

In the event that the second opinion determines that the member is not fit for duty, the City may then take any further action it deems appropriate including, but not limited to, declaring the member temporarily or permanently unfit for duty. In the event that the second opinion of the professional retained by the member concludes that the member is able to perform the duties of a public safety officer, the Director shall consider those finding and recommendations, and may return the member to full duty.

In the event that (a) the second opinion finds the employee fit for duty; and (b) the Department Director declines to return the member to full duty, the parties shall mutually select a third physician, psychologist or psychiatrist to conduct an independent examination ("third opinion"). The third professional shall consider the evaluations of both the first and the second opinions as well as his or her own evaluation of the member and render a final determination of the member's fitness for duty. Should the finding of the third professional conclude that the member is not fit for duty, the City may then take any further action it deems appropriate including, but not limited to, declaring the member temporarily or permanently unfit for duty. The costs and fees charged by the third professional shall be shared by the parties equally.

When the Director requests a fitness for duty examination, he/she must inform the employee in writing of his/her reasons for doing so and the consequences of failure to cooperate. Any employee who refuses to undergo a required fitness for duty examination shall be found insubordinate and subject to discipline up to and including termination.

Under no circumstances will an employee who has been determined unfit for duty be allowed to return to Active Duty until the employee has successfully completed a Fitness for Duty Evaluation.

20.13: <u>EMT Training</u>. The Employer will provide training for all employees to become EMT certified and all employees are required to participate in the training. Employees who do not pass or are unable to complete training shall not be transferred, assigned to less desirable duties or terminated from employment.

### ARTICLE 21 SAFETY PROCEDURES

21.1: The City of Grand Haven shall furnish and maintain a safe working environment. In doing this the City shall comply with occupational safety and health standards.

Each employee shall also be responsible for complying with occupational safety and health standards. No employee shall in any way alter a safety device or interfere with the use of a safety device. Employees shall follow safety rules and use all safeguards and safety equipment and make safety a part of their job.

#### ARTICLE 22 SPECIAL CONFERENCES

- 22.1: Special conferences on important matters such as interpretation of this Agreement may be arranged between the Local President and the Employer's designated representatives upon the request of either party. The Union Business Agent may attend the conference.
- 22.2: The party requesting a special conference between the parties shall prepare an agenda and submit it to the other party, five (5) working days before said conference. Only those items on the agenda shall be discussed.

### ARTICLE 23 UNPAID FAMILY AND MEDICAL LEAVE

23.1: Employees shall be eligible for unpaid family and medical leave in accordance with the City of Grand Haven Personnel Policy and the Family and Medical Leave Act.

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#### ARTICLE 24 DURATION OF AGREEMENT

This Agreement shall become effective upon July 1, 2025 and shall continue in full force and effect from said date until midnight on the 30th day of June, 2028, and shall be automatically renewed from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by certified or registered mail, before the end of the term of this Agreement or before the end of any anniversary date thereafter, of its desire to terminate, modify or change this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives.

POLICE OFFICERS LABOR COUNCIL	CITY OF GRAND HAVEN a Michigan Municipal Corporation
Business Agent	Mayor
Negotiating Committee	City Clerk
Negotiating Committee	City Manager
Negotiating Committee	Director of Public Safety
Negotiating Committee	Human Resources Manager
Date:	Date:

### APPENDIX A WAGES

POLC COMMAND SALARIES/WAGES							
Effective	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
July 1, 2025 (6.0%)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Fire Marshal- PSO III	66,158	70,374	74,590	78,686	82,998	86,974	91,431
	31.81	33.83	35.86	37.83	39.90	41.81	43.96
Sergeant - PSO III	70,408	74,870	79,354	83,819	88,299	92,771	97,239
	32.24	34.28	36.33	38.38	40.43	42.48	44.52
Lieutenant	75,022	79,789	84,565	89,334	94,103	98,876	103,641
	36.07	38.36	40.66	42.95	45.24	47.54	49.83
Countralia	70 727	02.722	00.740	02.756	00.765	402.772	100 700
Captain	78,727	83,732	88,749	93,756	98,765	103,773	108,780
	37.85	40.26	42.67	45.08	47.48	49.89	52.30
Effective	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
						Step 6	Step 7
July 1, 2026 (5.5%)	Step 1	Step 2	Step 3	Step 4	Step 5	step o	Step 7
Fire Marshal- PSO III	69,797	74,245	78,693	83,014	87,563	91,757	96,460
THE Warshar 150 III	33.56	35.69	37.83	39.91	42.10	44.11	46.38
	33.30	33.03	37.03	33.31	72.10	77.11	40.50
Sergeant - PSO III	74,281	78,988	83,718	88,429	93,156	97,873	102,587
oergeant ree m	34.01	36.17	38.33	40.49	42.65	44.81	46.97
		55121					
Lieutenant	79,148	84,178	89,216	94,247	99,279	104,314	109,341
	38.05	40.47	42.89	45.31	47.73	50.15	52.57
Captain	83,057	88,338	93,630	98,913	104,197	109,480	114,763
	39.93	42.47	45.01	47.55	50.09	52.63	55.17
Effective	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
July 1, 2027 (3.0%)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Fire Marshal- PSO III	71,890	76,472	81,053	85,504	90,190	94,510	99,353
	34.56	36.77	38.97	41.11	43.36	45.44	47.77
Sergeant - PSO III	76,509	81,358	86,230	91,082	95,950	100,809	105,664
	35.03	37.25	39.48	41.70	43.93	46.16	48.38
1:	04 533	06.700	04.000	07.07.	402.255	407.440	442.521
Lieutenant	81,523	86,703	91,893	97,074	102,257	107,443	112,621
	39.19	41.68	44.18	46.67	49.16	51.66	54.14
Cantain	05 540	00.000	35	101 000	107 222	112.705	110 200
Captain	85,549	90,988	96,439	101,880	107,323	112,765	118,206
	41.13	43.74	46.36	48.98	51.60	54.21	56.83

### APPENDIX B/LEVELS OF PHYSICAL FITNESS

### 1. Exercise Options

Bronze – Add \$500 per year

Silver - 5% above bronze requirements. Add \$1000 per year

Gold - 10% above bronze requirements. Add \$1500 per year

Phys	sical Fitness Levels - Standards
Exercise	Standard
Push-ups	MCOLES for age/gender—MCOLES guidelines for push-up form
Sit-ups	MCOLES for age/gender—MCOLES guidelines for sit- up form
1 mile course run	MCOLES for age/gender—MCOLES guidelines for run
Equipment carry	Current Department Standard—PSOIII Test—5 minute time limit
Simulated Rescue—Dummy	Current Department Standard—PSOIII Test—3 min
Carry	male/5 min female
Simulated hose pull	Current Department Standard—PSOIII Test—1 minute time limit

MCOLES Standards as Determined and Periodically Adjusted by the Commission Current Standards:

	Male		
Age Group	Vertical Jump	Sit-Ups	Push-Ups
18-29	17.5	32	30
30-39	16.0	30	30
40 +	15.0	30	28

		Female	
Age Group	Vertical Jump	Sit-Ups	Push-Ups
18-29	11.0	28	7
30-39	9.0	19	7
40 +	8.0	18	7

### 1-mile Course Run:

MALES			
Age	Bronze	Silver	Gold
18-29	8:45	7:53	7:26
30-39	9:12	8:17	7:49
40+	9:42	8:44	8:15

	FEM	IALES	
Age	Bronze	Silver	Gold
18-29	10:37	9:33	9:01
30-39	11:11	10:04	9:30
40+	12:17	11:03	10:26

#### **GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY**

PRELIMINARY APPROVAL FORM FOR A SELF-DISCIPLINED WELLNESS PROGRAM REQUEST FORM

To: Di	rector of Public Safety
FROM	DATE
This is require	a request for preliminary approval of a plan to meet the employee's participation ement for the DEPARTMENT OF PUBLIC SAFETY Health and Wellness Program. It is equest for approval of the completion of the employee's plan or participation.
<b>APPRC</b>	IBE THE PROPOSED PLAN OR PROGRAM ON WHICH YOU ARE SEEKING VAL, INCLUDE LENGTH OF PROGRAM, HISTORICAL INVOLVEMENT AND WHO IISTERS THE PROGRAM. (Attach additional sheets if necessary).
	E DESCRIBE HOW YOU PROPOSE TO DOCUMENT YOUR PARTICIPATION IN THIS DSED PROGRAM:
Employ	vee Signature
( )	Plan will not be recommended. Plan will not be recommended as outlined. Please contact the Director to discuss ways to qualify your participation. Plan meets general guidelines as outlined. However, approval of participation will not be given until the program is completed and the required documentation is submitted. Final approval will be at the discretion of the Director.
Dated:	Director of Public Safety
Docum	nentation Due Date:

# APPENDIX B (CONTINUED) 100 MILES IN 100 DAYS

#### GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY WALKING PROGRAM

Session I: March - June Session II: July - October

#### WALKING PROGRAM GUIDELINES

- 1. You must be a Grand Haven Department of Public Safety employee to participate in this Walking Program.
- 2. You must officially sign up (register) prior to walking any miles in this program. You may register for the program by contacting the Administrative Lieutenant of Public Safety.
- 3. All participants must have completed the assessment portion of the National YMCA Fitness Evaluation.
- 4. Walking may be done prior to the work day, during the lunch hours, after the work day, or on weekends, but not on duty.
- 5. You must walk a minimum of one (1) mile each time you walk.
- 6. All miles walked must be recorded on your "Mileage Card". Your miles must be verified by having another program participant or spouse participant initial your Mileage Card each time you walk.
- 7. Jogging only may be substituted for walking.
- 8. "Mileage Cards" and maps of the designated routes are available from the Administrative Lieutenant of Public Safety. Also, you may supply a verifiable route of your own. The completed "Mileage Cards" must be turned into the Administrative Lieutenant of Public Safety on a weekly basis.
- 9. If you walk 100 miles or more (Session I or Session II) this walking program may be used to qualify for the semi-annual Physical Condition portion of the Merit Achievement Program. Proper verification by another walker or spouse participant is required to meet qualifications.

# GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY WALKING PROGRAM MILEAGE LOG

Name:	Week Beginning:						
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date							
Miles							
Partners	Initials						
Total Mile This Wee							
				Ac	 Iministrat	ive Lie	 utenant

#### APPENDIX C UNIFORMS

## COGH/POLC PATROL/POLC COMMAND 2025 REVISIONS

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4 Datrol	lona	 المناجات	\	 and	ha

- 4 Patrol long sleeve shirt-With name and badge
- 4 Patrol short sleeve shirt- With name and badge
- 4 Patrol pant
- 1 Class A long sleeve shirt
- 1 Class A short sleeve shirt
- 1 Class A pant
- 1 Class A uniform hat with hat badge
- 1 Uniform badge
- 1 Patrol pants belt
- 1 Class A Belt
- 1 ties
- 1 Raincoat
- 1 Pair side cutter or similar self-rescue tool
- 1 Baseball style cap
- 1 Dual Layer Coat
- 1 Winter Cap
- 1 Rechargeable flashlight-duty belt and fire helmet light
- 1 Class C polo-style shirt with department logo
- 1 Class C pant
- 1 Tourniquet with holster
- 1 pair footwear (shoes or boots)
- 3 Cotton T-shirts with department logo
- 1 Set collar brass
- 1 Name plate

#### Fire Marshal (Same as PSO II/III except add)

1 lightweight "fire safe" jacket, pants, or coverall

#### PSO II and III

- 1 Class A uniform hat with hat badge
- 1 Tie
- 1 Long sleeve class A uniform shirts
- 1 Short sleeve class A uniform shirts
- 1 Class A uniform pant
- 4 Patrol long sleeve shirt
- 4 Patrol short sleeve shirt sleeve shirt
- 1 Patrol short sleeve with name and badge
- 1 Patrol long sleeve with name and badge
- 1 Patrol pants belt
- 1 Class A pants belt
- 1 Multi-purpose jacket
- 1 Uniform badge
- 1 Name plates
- 1 Set collar brass
- 1 Duty holster
- 1 Magazine case1 Set handcuffs and case
- 1 ink pen clip style handcuff key
- 1 OC Spray and case
- 1 Baton and case
- 1 Wallet badge
- 1 Tourniquet with holster
- 1 Raincoat
- 1 Patrol bag
- 2 Baseball style cap
- 1 Class C polo-style shirt with department logo
- 1 Class C pant
- 1 Rechargeable flashlight-duty belt and fire helmet light
- 1 Holster for class B/C
- 1 Pair side cutter or similar self-rescue tool
- 1 Storage clip board
- 1 Winter cap
- 4 Belt loop holders
- 3 Wicking or vented shirts for wear under soft body armor
- 3 Cotton T-shirts with department logo
- 1 pair footwear (shoes or boots)
- 1 Soft body armor ballistic vest
- 1 Outer Carrier vest and 2 shells
- 1 Taser holster

# AGREEMENT BETWEEN POLICE OFFICERS LABOR COUNCIL (PATROL) AND CITY OF GRAND HAVEN PUBLIC SAFETY DEPARTMENT





Effective July 1, 2025 through June 30, 2028

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#### **PREAMBLE**

THIS AGREEMENT, effective July 1, 2025, by and between the CITY OF GRAND HAVEN, a Michigan municipal corporation of Grand Haven, Michigan (for purposes of convenience sometimes hereinafter called the "City"), and the POLICE OFFICERS LABOR COUNCIL (for purposes of convenience sometimes hereinafter called the "Union").

#### ARTICLE 1 PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and harmonious labor relations for the mutual interest of the City, the employees and the Union. Recognizing that the safety and well-being of the City residents are the paramount concern of all employees of the City Department of Public Safety, the City and the Union for and in consideration of the mutual premises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

## ARTICLE 2 RECOGNITION

2.1: <u>Recognition Clause</u>. The City hereby recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of the following employees:

All regularly scheduled full-time public safety officers, firefighters, police officers and police officer/investigators and fire marshals employed by the City of Grand Haven, but excluding sergeants, lieutenants and all command officers, supervisors, and all other employees.

2.2: <u>Definitions and Employee Coverage</u>. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

<u>Full-time Employee</u>: A full-time employee is an employee scheduled to work at least eighty (80) or more hours per pay period on a regular basis in a position classified by the Employer as full-time.

<u>Part-time Employee</u>: A part-time employee is an employee who is scheduled to work less than an average of 30 hours per week or less than 130 hours per month in a position classified by the Employer as part-time. Part-time employees may be regularly scheduled to work, or may be called to work as needed by the Employer as a casual or relief replacement for a regular full-time employee.

<u>Paid-On-Call</u>: A paid-on call employee is called to work as needed by the Employer to perform firefighter duties.

<u>Temporary or Seasonal Employees</u>: Temporary and seasonal employees are hired for a period of limited duration not to exceed one (1) year. Seasonal employees are hired to augment the work force during periods of greater need. Temporary employees are hired to fill in for employees who are absent for extended periods.

An employee's status shall be designated at the time of hiring.

- 2.3: <u>Individual Representation</u>. Notwithstanding the provisions of Section 1 above, any individual employee may at any time present grievance adjusted, without intervention by the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided the Union has been afforded an opportunity to be present at such adjustment.
- 2.4: <u>Gender</u>. Use in this Agreement of pronouns such as he or she, him or her, or his or her, shall be inclusive of all genders.

## ARTICLE 3 UNION REPRESENTATION

- 3.1: Negotiating Committee. The City agrees to recognize a Negotiating Committee composed of not more than four (4) employees in the bargaining unit, one of whom shall be the President of the bargaining unit, plus a non-bargaining unit representative of the Union's choosing. The Union shall furnish to the City a written list of the members of the Negotiating Committee, and shall advise the City in writing of any changes in such membership and of any alternate members of the Negotiating Committee. No negotiating member or alternate shall function as such until the City has been so advised by the Union. The Negotiating Committee shall represent the Union in meetings with the City for the purpose of collective bargaining and for the purpose of administration of this Agreement.
- 3.2: <u>Meetings</u>. All meetings between the City and the Negotiating Committee shall be at times mutually agreeable to the parties; and when any such meetings occur during a Negotiating Committee member's scheduled working time, it is understood: (1) that the City shall not pay more than two (2) such Negotiating Committee members, per bargaining session, for their actual working time lost, and (2) that such Negotiating Committee members shall provide any Public Safety back-up required of them notwithstanding their meeting with the City.

## ARTICLE 4 UNION SECURITY AND CHECK-OFF

To the extent the law of the State of Michigan permit, it is agreed that:

- 4.1: The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.
- 4.2: The Employer agrees to make Union payroll deductions once each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.
- 4.3: As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.

- 4.4: Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of the authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.
- 4.5: The Employer shall not make any Union payroll deductions from the employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.
- 4.6: Employees may resign their Union membership at any time by notifying the Union but may still be responsible for payroll deductions as set forth in Subsection 4.
- 4.7: Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- 4.8: The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- 4.9: If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).
- 4.10: The Union will protect, save harmless, and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the Agreement.

## ARTICLE 5 MANAGEMENT RIGHTS

5.1: <u>In General</u>. The City on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter and the laws and the Constitutions of the State of Michigan and of the United States. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right: to manage, direct and control the operations and activities of the

Department of Public Safety; to hire, evaluate, promote, transfer within the Department of Public Safety, lay off and recall employees; to discipline and discharge employees for cause; to determine the composition and number of facilities and their locations; to determine the size of the work force required and to increase or decrease its size; to assign work; to direct the work force; to determine the services to be furnished and operations to be performed, including the methods, procedures, means and equipment required to provide such services and operations; to discontinue, combine or reorganize services or operations within the Department of Public Safety; and to otherwise carry out the ordinary and customary functions of management except as specifically restricted by the terms of this Agreement.

- 5.2: Rules and Regulations. The City shall have the right at any time to promulgate and to enforce such reasonable rules and regulations as it considers necessary or desirable for the safe, effective, proper and efficient operation of the Department of Public Safety, so long as such rules and regulations are not inconsistent herewith. The Union shall have the right to grieve the enforcement of any such work rule.
- 5.3: <u>Volunteers; Jobs; Classifications; Funded Programs</u>. The Union recognizes that volunteer organizations and individuals may perform services in the Department of Public Safety which do not interfere or conflict with the normal work, safety, duties or privileges of employees within the bargaining unit. The Union further recognizes the right of the City to create new jobs, to reasonably alter existing classifications with the Union, and to utilize the services of persons whose compensation is provided by State or Federally funded programs.
- 5.4: The Union recognizes that the City may use part-time and paid on-call firefighters to perform fire services in the Department of Public Safety.

## ARTICLE 6 GRIEVANCE PROCEDURE

6.1: <u>In General</u>. A grievance is defined as any dispute claiming a violation of the meaning, interpretation or application of the terms and provisions of this Agreement.

An employee or group of employees having a grievance shall discuss the same with the command officer or supervisor designated by the City to consider such grievances or, in the event of such command officer's or supervisor's unavailability, with the command officer or supervisor designated by the City as an alternate to consider such grievances, in an effort to resolve the matter informally. Such discussion should take place as soon as possible after the incident giving rise to the grievance. In the event the informal discussion does not resolve the grievance, the following procedure shall apply:

STEP ONE. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of this Agreement which has allegedly been violated, specify the relief requested, and be signed and dated by the aggrieved employee or the Union. The written grievance must be presented to the Sergeant or other command officer designated by the City to consider such grievances, or in the event of such sergeant's or other command officer's unavailability to the person designated by the City as an alternate to consider such grievances, within ten (10) working days after the event occurred which is allegedly in violation of the Agreement and upon which the grievance is based; provided, however, that any grievance which could not have been reasonably detected by an aggrieved

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employee or the Union at the time of its occurrence may be filed, in the manner herein provided, within ten (10) working days after the same could have been reasonably detected by the aggrieved employee or the Union. The designated sergeant or other command officer shall give a written answer to the aggrieved employee or the Union within five (5) working days after receipt of the written grievance.

STEP TWO. If the grievance is not settled in Step One and the Union desires to appeal it to the Second Step, the Union must serve written notice of such appeal upon the Commander in charge of the Division for which the alleged violation has occurred or his designee within five (5) working days after the designated sergeant's or other command officer's written Step One answer. The Division Commander or his designee shall give the Union a written, dated and signed Step Two answer within five (5) working days after he receives the grievance at this Step.

STEP THREE. If the grievance is not settled in Step Two and the Union desires to appeal it to the Third Step, the Union must serve written notice of such appeal upon the Director of Public Safety, or in the event of his unavailability upon his designee, within five (5) working days after the Division Commander's written Step Two answer. The Director and the Union may, in the Director's discretion, meet to consider the grievance within ten (10) working days after the Director receives the grievance at this Step. Whether or not the Director and the Union meet to consider the grievance, the Director shall give to the Union a written answer to the grievance within ten (10) working days after he receives the grievance at this Step.

STEP FOUR. If the grievance has not been settled at Step Three and the Union desires to appeal it to the Fourth Step, a written notice of such appeal must be served upon the City Manager, or in the event of his unavailability upon his designee, within five (5) working days after the Director of Public Safety's Step Three answer. The City Manager and the Union may, in the City Manager's discretion, meet to consider the grievance within ten (10) working days after the City Manager receives the grievance at this Step. Whether or not the City Manager and the Union meet to consider the grievance, the City Manager shall give to the Union a written answer to the grievance within ten (10) working days after he receives the grievance at this Step.

STEP FIVE. If the grievance is not settled at Step Four and the Union desires to appeal it to the Fifth Step, the Union must file a written request for arbitration with the Michigan Employment Relations Commission ("MERC") and must serve a written copy of such request upon the City Manager, all within ten (10) working days after the City Manager's Step Four answer.

The written request to the MERC for arbitration of the grievance shall direct the MERC to submit to the City and the Union a list containing the names of seven (7) arbitrators approved by the MERC. Upon receipt of said list, the parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree, each may strike the name(s) of any arbitrator(s) they are unwilling to accept and shall numerically rank order (number "1" being highest in preference) those names remaining on the list. Thereafter, the parties shall each return their lists, with any names stricken and all other names rank ordered, to the MERC and the MERC shall appoint the arbitrator with the lowest aggregate score when combining the rankings of each party from among the non-stricken names. In the event an arbitrator is not able to be selected in this procedure based on any particular list, a subsequent list should be requested.

Any such arbitration proceeding shall be subject to all of the following terms and conditions:

- A. The award of the arbitrator shall be binding upon the City, the grievant(s) and the Union;
- B. Not more than one (1) grievance shall be heard by any arbitrator at any one time;
- C. The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any provision or provisions of this Agreement;
- D. The arbitrator shall not base his award on state or federal law, but must make his award solely on the basis of the provisions of this Agreement;
- E. The arbitrator shall not change or alter any policies, rules and/or actions of the City which are not specifically in violation of this Agreement;
- F. The arbitrator shall not award any adjustment or settlement of a grievance retroactively more than seven (7) working days before the date of filing the grievance; and any claim for or award of back wages shall be offset by any unemployment compensation paid, and by any compensation derived from any substitute employment, during the period for which back wages are sought;
- G. The arbitrator shall not award any punitive damages;
- H. The arbitrator shall have no power to award new salary schedules, or to award any monetary adjustments where there has been no wage loss;
- I. The costs or expenses of the arbitrator shall be shared equally by the City and the Union. Any costs or expenses individually incurred by the parties, however, including any transcript of an arbitration proceeding ordered by a party, shall be borne by the party incurring the cost or expense;
- J. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure; and
- K. Any grievance which is not appealed to arbitration within the time limit herein above provided shall be considered adjusted and may not thereafter be so appealed.
- 6.2: <u>Grievance Processing</u>. Grievances which are not filed or appealed in the manner or within the time limits specified in the grievance procedure shall be considered to have been withdrawn or abandoned and shall not be resubmitted. If the City fails or neglects to answer a grievance within the time limit specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

It is understood and agreed, however, that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the City.

6.3: <u>Working Days</u>. As used in this Article, the words "working days" shall be defined as excluding Saturdays, Sundays and holidays recognized under this Agreement.

## ARTICLE 7 <u>DISCIPLINE, DISCHARGE, SUSPENSION AND DEMOTION</u>

- 7.1: <u>Just Cause</u>. The City shall not discipline, discharge, suspend or demote any employee without just cause.
- 7.2: <u>Union Notification</u>. The City shall notify the Union of any employee discharge, suspension, demotion or other discipline which results in loss of work or pay.
- 7.3: <u>Grievance Procedure</u>. Grievances which involve discipline, discharge, suspension or demotion allegedly in violation of this Agreement, and which involve a loss of work or pay, shall be commenced at Step Three of the grievance procedure.
- 7.4: Discipline. The City shall not discipline, discharge, or suspend any employee without just cause. The City shall notify the affected employee and the President of the Union of any employee discharge, suspension or other discipline which results in loss of work or pay. Copies of all discipline issued to an employee shall be placed in the employee's personnel file. Written discipline/discharge notices shall cite the specific conduct and/or rules, regulations, laws or ordinances the employee is alleged to have violated. An employee that has been disciplined, but whose record has remained clear for a period of three (3) years after the effective date of the disciplinary action, shall have his/her record reviewed by the Department Director and the employee, upon the employee's request. By mutual agreement only, the disciplinary action may be removed from the employee's record. Personnel file maintenance and retention shall be in compliance with applicable law. Employees may review their personnel files during normal business hours pursuant to applicable law.

## ARTICLE 8 SENIORITY

- 8.1: <u>Definition</u>. Seniority shall be defined as follows: Seniority shall exclude approved leaves of absence, unless otherwise provided in this agreement.
  - A. Department Seniority Length of full-time service in the Police, Fire, or Public Safety Department.
  - B. Classification Seniority Length of full-time service in a classification (i.e. police officer, detective, fire-fighter).
  - C. Employer Seniority Length of full-time service with the City of Grand Haven.
- 8.2: <u>List.</u> A seniority list shall be prepared by the City and a copy supplied to the Union. The list shall be revised and updated by the City every six (6) months, if changed.

In the event that more than one employee is hired on the same day, seniority shall be determined by alphabetical order of the employees' last names as of the date of hire. A change to an employee's last name after his/her date of hire shall not result in a change in seniority.

8.3: <u>Probationary Employees</u>. Each new employee shall be considered to be on probation and shall have no seniority until such employee shall have been employed full-time with the Department of Public Safety for a continuous period of one (1) year following his last date of hire. During the probationary period, an

employee may be laid off or discharged without regard for the provisions of this Agreement and without recourse to the grievance procedure. The City shall have no obligation to rehire or recall an employee who is laid off or discharged during his probationary period, nor to retain any employee for the full period of probation.

- 8.4: Loss of Seniority. An employee shall lose his seniority and the employment relationship shall cease, upon the happening of any of the following events:
  - A. He quits;
  - B. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
  - C. He retires or is retired;
  - D. He is laid off for a continuous period in excess of his accumulated seniority or twenty-four (24) months, whichever is less;
  - E. He is on sick leave of absence for a period of one (1) year;
  - F. His employment status while on leave of absence (other than military service leave of absence) is changed (other than by layoff, quit or discharge) without the prior written approval of the City Manager, from that stated in his application for such leave. In this regard, it is the intent of the parties that all leaves of absence shall be used in accordance with the reasons stated for such leave in the leave application, and that leaves of absence shall not be used as trial periods for new employment. An employee shall state in his leave application whether or not he intends to perform any work while on leave and the nature and extent of such work, if any;
  - G. He fails to report for work within two (2) working days following the expiration of an approved leave of absence without first notifying the City of the justifiable, legitimate and unavoidable reason for such absence, unless such failure is otherwise excused; or
  - H. He is absent from work for two (2) consecutive working days without notifying the City of the reason for such absence, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- 8.5: <u>Seasonal, Temporary Help.</u> Persons hired by the City within the Department of Public Safety to positions which are created for the summer or other temporary positions shall not be subject to the terms, benefits or conditions of this Agreement; provided, however, that such seasonal, paid-on-call, part-time or other temporary positions shall not be used to cause the layoff of bargaining unit personnel. Seasonal, paid-on-call, part-time or other temporary positions may be used for the sole purpose of filling vacancies in the Public Safety Department.

If an employee filling a seasonal or temporary position is retained as a regular full time employee in a non-seasonal and non-temporary position subject to this Agreement, such employee shall be covered by the provisions of this Agreement commencing from the date of hire into the full time position and shall be credited with the number of hours worked in the seasonal or temporary position toward their

seniority and economic benefits, except for pension credit which shall begin upon hire into the full time position.

#### ARTICLE 9 LAYOFF AND RECALL

#### 9.1: <u>Layoff</u>.

- A. Layoff shall mean a reduction in force, within the bargaining unit, for any reason determined by the City.
  - The City shall determine the classifications and groups to be affected, including the number of positions in each classification and group to be eliminated or reduced.
- B. Layoffs within the bargaining unit shall be by classification as determined by the City. If a given classification is to be reduced or eliminated, probationary employees in the classification affected shall be laid off first, provided all remaining seniority employees are deemed by the City to possess the background, experience, training, skills, abilities and qualifications required to perform the remaining work. If seniority employees are to be laid off in the classification affected, such employees shall be laid off in the inverse order of their seniority (i.e., least senior first), provided all remaining seniority employees are deemed by the City to possess the background, experience, training, skill, ability and qualifications required to perform the remaining work.
- C. If a seniority employee is laid off pursuant to the above provisions, such employee shall have the limited "bumping" privileges set forth below. To be eligible to "bump", a laid off employee must:
  - 1. Be a seniority (non-probationary) employee; and
  - 2. Exercise such bumping privileges in writing to the Director of Public Safety, within forty-eight (48) hours of being notified of layoff; and
  - 3. Bump only from a higher paid classification to a lower paid classification; and
  - 4. Have greater seniority than the person to be bumped; and
  - 5. Be deemed by the City to possess all of the background, experience, training, skills, abilities and qualifications required to perform the work in the new classification; and
  - 6. It is expressly understood and agreed, notwithstanding the layoff and recall provisions of this Article and notwithstanding any other terms and provisions of this Agreement, that the City may use volunteers (Civil Defense personnel, non-profit organizations), in any classification within the Department of Public Safety at any time.

An employee who is eligible to bump and who exercises bumping privileges pursuant to the above provisions will be paid at the rates applicable to the new classification.

#### 9.2: Recall.

- A. If the City determines to expand the work force, by adding or reinstating positions within any of the bargaining unit classifications from which seniority employees have been laid off, the following recall provisions shall apply:
  - 1. Seniority (i.e., non-probationary) employees who have been laid off from a given classification shall, if they are still eligible for recall and whether or not they have exercised bumping privileges as provided above, be recalled in the inverse order of their layoff from the classification affected, provided they are deemed by the City to possess the background, experience, training, skills, ability and qualifications required to perform the work in the classification to which they would be recalled.
  - 2. Recall notices shall be by mail, addressed to the employee's last known address. If the employee fails to report for work within two (2) days of the recall date indicated in the notice, such employee shall be presumed to have resigned and shall have no further recall rights.
  - 3. Job vacancies which result from reinstatement of positions eliminated in connection with layoff, and which occur during a period when there are employees laid off who are eligible to be recalled, may be filled by the City through a recall as provided in this Article, without regard to the job posting provisions of this Agreement.

#### ARTICLE 10 JOB POSTING UNILATERAL TRANSFERS

10.1: If the City determines to fill a permanent vacancy (not caused by vacations, illness, leave, or similar reason) a written notice of the opening, indicating the job duties and rate, shall be posted on the bulletin board(s) for a period of seven calendar days. Any employee may signify to the employer in writing during that period an interest in being considered for the opening. The City shall make their selection on the basis of their judgment of the qualifications, skill and ability of those bidding. Provided more than one employee is qualified, classification seniority will be considered. In the event the senior employee is not transferred a statement of why he was not chosen shall be given to the senior employee at his request. If no employee has bid, or the employer determines that no bidder has the appropriate qualifications, the vacancy may be filled by outside hiring. The first ninety (90) days on the new job shall be considered a trial period. During this trial period, the employee shall have the opportunity to transfer back to his former position, or if the employer deems the employee to be unsatisfactory in the new position, they may be returned to the former position at any time during this period at the rate of pay for the job being performed. The job vacated by a successful bidder need not be posted, but shall be filled at the discretion of the City. Written notification shall be given by the employer or employee, which ever initiated the reversion and statement of reason for the action, prior to the

reversion. A successful bidder may not bid again until a minimum of twelve (12) months have passed.

10.2: <u>Temporary Assignments/Special Detail</u>. It is agreed that the City may have special assignment details such as plainclothes assignments, WEMET, Inspector/Training Officer, D.A.R.E., etc. Such assignment shall not exceed twenty-four (24) months duration. Additional time may be added by mutual consent of the Union and City.

## ARTICLE 11 PROMOTIONS

- 11.1: This promotional procedure shall apply only to the classifications of sergeant and investigator (detective).
- 11.2: <u>Selection Criteria</u>. Selection of employees for promotion shall be based on merit, inclusive of, but not limited to, the employee's ability to meet the minimum qualifications for the position, and demonstrating satisfactory job performance in the present classification.
- 11.3: The City shall post the availability of a promotional position opening. Non-probationary employees desiring to be considered for the position shall sign up within fourteen (14) days of the posting. Employees shall have the minimum qualifications as stated in the posting.
- 11.4: A written examination shall be administered and graded under the direction of the Director of Public Safety. A passing score will be posted prior to the examination. The score from the written examination shall be included in the candidate's overall score and used in the final ranking for promotion eligibility. The written examination weight and its contribution to the total score shall be determined in accordance with the procedures outlined by the Director. The content, format, and administration of the written examination shall be at the sole discretion of the Director. The Director shall ensure the examination is fair, relevant, and consistent with the requirements of the role. Candidates will be notified of their written examination score and its contribution to their total score within 10 business days of the recruitment being completed.
- 11.5: The candidates passing the written examination shall be eligible to participate in an Assessment Center or oral interview board grading the candidate's leadership, supervisory, organizational, management, communications, planning problem analysis, judgment and decisiveness skills.
- 11.6: The City shall select one of the top three (3) candidates. The list will expire after the period of six (6) months, or when all of the top three candidates have been promoted (whichever comes first). The promotional list may be extended for an additional 6-month period (12 months total) upon mutual agreement of the Director of Public Safety and Union.
- 11.7: At the time of appointment the Director of Public Safety may require psychological evaluations, performed by a qualified person in the field of psychology of the employees certified as eligible for promotion.
- 11.8: <u>Probation</u>. The employee appointed to a promotional classification, shall serve a six (6) month probationary period in the position. During this period the employee may request to revert to their former classification, or if deemed to be performing unsatisfactory may be reverted to their former position at their prevailing rate of pay

for the former classification. An employee reversion to the former classification during the probationary period only, shall not imply in his personnel records a discredit or demotion. The employee shall not be placed back on the current eligibility list, but could if they wish to participate in the examination procedure to apply for another eligibility list, the proceeding time the procedure is commenced.

11.9: <u>Temporary Assignment/Senior Officer</u>. A Senior Public Safety Officer may be assigned to perform limited supervisory duties provided the Senior Public Safety Officer is qualified. If assigned and all required duties have been completed, the Senior Public Safety Officer shall receive one (1) hour of straight time pay or one (1) hour of compensatory time for each full shift so assigned. Such work is usually assigned when a command officer is on vacation, absent due to illness or similar short term absences.

#### ARTICLE 12 LEAVES OF ABSENCE

- 12.1: <u>Injury Leave</u>. An employee who receives an injury or has an illness which is compensable under the Worker's Disability Compensation Act of 1969 and who has PTO accrued or accumulated may elect to receive paid injury leave in conjunction with such Worker's Compensation benefits in accordance with the following terms and conditions:
  - A. During the first seven (7) days of the compensable disability (i.e. before Worker's Compensation benefits commence), an employee eligible for and electing such paid injury leave shall have his accrued and accumulated PTO charged at the full rate for those days until such accrued and accumulated PTO is exhausted.
  - B. After the first seven (7) days of the compensable disability (i.e. after Worker's Compensation benefits commence), an employee eligible for and electing such paid injury leave shall be paid an amount equal to the difference between his Worker's Compensation benefits and his normal salary and shall have his accrued and accumulated PTO charged on a pro-rated basis proportionate to the City's payment until such PTO is exhausted.
  - C. When and if an employee having received full or partial paid injury leave without set off of Worker's Compensation benefits becomes eligible for Worker's Compensation benefits covering the same disability period, the City shall be entitled to a credit, by refund or otherwise, of paid injury leave in an amount equal to the Worker's Compensation benefits payable during said period. It is intended hereby that no employee shall receive more in paid injury leave and Worker's Compensation benefits than he would normally receive if working. Notwithstanding the provisions of this subsection, the City shall not be entitled to any such set off or credit with respect to so-called "specific loss" Worker's Compensation benefits paid pursuant to M.S.A. Section 17.237(361).

- D. If such paid injury is not elected, or if an employee has no PTO accrued and accumulated, or if such PTO has been exhausted, then and in any such event an employee shall receive only the Worker's Compensation benefits payable under the Act.
- E. Employees shall promptly report work-related injuries or illnesses to their supervisor.
- 12.2: <u>Bereavement Leave</u>. Eligible employees shall be granted bereavement leaves in accordance with the following terms and conditions:
  - A. In the event of a death in an employee's immediate family, such employee shall, upon request to the Director of Public Safety, be granted a leave of absence up to three (3) days without loss of pay, provided the employee is scheduled to work those days or is on his/her scheduled vacation. The employee may request to use bereavement leave at the time of death or for a future related event or celebration of life. Required traveling distance, family conditions, and the relationship of the deceased to the employee shall control the duration of such leave. Based on these foregoing factors, the Director of Public Safety may, in their further discretion, grant additional bereavement leave days to an employee for death in the employee's immediate family. For purposes of this Section the term "immediate family" shall mean:

 Biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the

employee stands in loco parentis.

 Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.

• A person to whom the employee is legally married under

the laws of any state or a domestic partner.

A grandparent.

• A grandchild.

A biological, foster or adopted sibling.

- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- An unborn child.
- B. Nothing in this Section shall prohibit the granting of leaves of absence without loss of pay for periods of time less than one (1) full working day.

- 12.3: <u>Military Leave</u>. Any full-time employee who, while employed by the City, enters or has entered into active service in the United States Armed Forces, and who receives an honorable discharge and is still qualified to perform the duties of his former position and makes application for reinstatement within ninety (90) days after his discharge, shall be reinstated to his former position if it still exists, consistent with his seniority. The reemployment rights of such employees shall be in accordance with all laws and federal regulations.
- 12.4: <u>Jury Leave</u>. An employee who is summoned for jury duty and not relieved from such duty, shall be granted a special leave of absence for that purpose, provided he presents evidence of such duty to the City as far in advance as possible. Employees shall work scheduled hours when not serving as jurors, and an employee not selected to serve on a particular jury shall report to his scheduled work immediately after selection of said jury. The pay such employee shall receive for such jury leave shall be his basic rate for the time necessarily lost from his scheduled work, less any amount received for such jury duty.
- 12.5: <u>Unpaid Leaves of Absence</u>. Employees may, for good and substantial reasons, be granted unpaid leaves of absence in accordance with the following terms and conditions:
  - A. Applications for such unpaid leaves of absence shall be in writing, signed by the employee, stating the reasons for such leave, and shall be filed with the Director of Public Safety and the City Manager.
  - B. Requests for unpaid leaves of absence shall be answered by the City within two (2) weeks (14 calendar days) from the date of receipt of application by the Director and the City Manager, and such leaves of absence shall only be granted upon the prior written approval of the Director of Public Safety and the City Manager.
  - C. Such unpaid leaves of absence, if granted, shall state the period thereof, but shall in no event exceed twelve (12) months.
  - D. Employees shall not accrue seniority, vacations, holidays or paid sick leave while on leaves of absence granted pursuant to the provisions of this Section.
  - E. Employee insurance benefits provided by this Agreement shall be the responsibility of the employee while on leaves of absence granted pursuant to the provisions of this Section.
- 12.6: <u>General Provisions</u>. Except as otherwise specifically provided in this Agreement, leaves of absence granted pursuant to this Article shall be subject to the following terms and conditions:
  - A. Employees shall not accrue seniority while on such leaves.
  - B. Vacations, holidays and paid sick leave earned prior to the leave will be retained, but such benefits will not accumulate during leaves of absence.

- C. All leaves of absence shall be without pay except as otherwise provided in this Article.
- D. Notwithstanding the above provisions, the City may terminate a leave of absence if evidence indicates such leave is no longer applicable. The employee shall be notified of such fact and shall report for work within seven (7) calendar days thereafter or shall be considered to have voluntarily quit. (Such notice shall be by ordinary mail to the employee's last address on record with the City).
- E. Verification of the leave status of an employee may be required by the City, upon request to the employee; and if such verification is not received within seven (7) calendar days after being requested, such employee shall be considered to have voluntarily quit. (Such request shall be by ordinary mail to the employee's last address on record with the City.)
- F. Upon an employee's return or anticipated return from any leave of absence, the City may require a physical examination and proof of fitness prior to allowing the employee to return to work.

## ARTICLE 13 PAID TIME OFF (PTO)

13.1: <u>Use of PTO</u>. Paid Time Off (PTO) is intended to be used for vacation, ESTA sick days, and personal business. Furthermore, employees must use PTO for any vacation, ESTA sick days and personal days taken. Employees may not have unpaid time off until all PTO is exhausted. Upon proper notice as provided herein, PTO use will be approved provided that, in the opinion of the Department Director (or designee), such time off does not interfere with Department operations or interfere with an employee's right as governed under the Michigan Earned Sick Time Act (ESTA). It is understood that the Department must have adequate staffing at all times.

13.2: PTO Amounts. PTO will be accrued bi-weekly as follows:

Date of Hire through 7th year of service: 156 hours (6 hours)
July 1 following 7th year through 12th year of service: 198 hours (7.62 hours)
July 1 following 12th year through 19th year of service: 240 hours (9.24 hours)
July 1 following 19th and subsequent years of service: 282 hours (10.85 hours)

- 13.3: Notification for Use. In order to use PTO, employees must schedule PTO in advance in accordance with Department rules, and PTO must be approved in advance by the appropriate Department designee. The only exception is the use of PTO for the purpose of sickness or accident. In the case of sickness or accident, the employee is required to notify his/her supervisor in accordance with Public Act 338 of 2018, as amended.
- 13.4: PTO Use for Illness. PTO is available for use for the illness under the rules and

#### guidelines of the ESTA for the following reasons:

- a) The employee's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- b) For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the employee's family members' mental or physical illness, injury or health condition; or preventive medical care for a family member of the employee.
- c) If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- d) For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- e) For the closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
- f) For the loss of an unborn child.

For the purposes of this policy, "family member" includes all the following:

- a) Biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
- b) Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
- c) A person to whom the employee is legally married under the laws of any state or a domestic partner.
- d) A grand parent.

- e) A grandchild.
- f) A biological, foster or adopted sibling.
- g) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- h) An unborn child.
- 13.5: <u>PTO Use for Vacation</u>. The City shall establish a schedule of available PTO vacation times. Each such schedule shall indicate how many employees may be absent for vacation, and the schedule shall be posted each year by January 10th. Employees shall have an opportunity to indicate their vacation time preference on the schedule on the basis of their seniority within each team, with the most senior employee within each team entitled to choose his/her vacation time first and the remaining employees within the team entitled to choose their vacation times in order of their respective seniority. Each employee shall have one week (7 calendar days) within which to choose his/her vacation time. In the event any employee fails to indicate his/her vacation time preference in any year within said period, such employee shall be placed at the bottom of the seniority list for vacation time selection purposes in said year.
  - A. If at least two (2) weeks' notice is provided by the requesting employee, the City shall permit a minimum of two (2) bargaining unit employees assigned to each of the twelve (12) hour shift teams, off on vacation per week. This minimum does not include employees whose regular assignments are other than those of road patrol and fire suppression.
  - B. Notwithstanding the aforementioned provisions, the City shall not be required to allow more than one (1) bargaining unit member to be off on PTO vacation during the week of the Annual Grand Haven Coast Guard Festival and the day of July 4th.

In an effort to allow as much scheduling flexibility as possible the specific scheduling will not exceed the following:

- A. One (1) bargaining unit member <u>per shift</u> may be off on PTO vacation on Monday, Tuesday and Wednesday of the week of the Annual Coast Guard Festival
- B. One (1) bargaining unit member <u>per day</u> may be off on PTO vacation on Thursday, Friday and Saturday of the week of the Annual Coast Guard Festival
- C. One (1) bargaining unit member <u>per day</u> may be off on PTO vacation on the 4<sup>th</sup> of July
- 13.6: <u>Payment</u>. Paid Time Off shall be paid at employee's regular straight time rate, exclusive of any premiums or differential pay, up to a maximum per day of eight (8) hours for eight (8) hour shift employees and up to twelve (12) hours per day for employees working twelve (12) hour shifts. PTO may not be used in increments of less than one (1) hour.
- 13.7: Maximum Accrual. An employee may not have more than 72 hours over their accrual tier maximum in their PTO bank. Before June 30 of each year employees may elect to deposit 72 hours into a pre-tax account of their choosing (i.e. HCSP, HSA or 457) at 100% of the value. Employees may not waive PTO and take pay in lieu of leave.

Effective 7/1/2025, employees will be allowed a one-time election to deposit an additional 72 hours of PTO into a pre-tax account of their choosing (i.e. HCSP, HSA or 457) at 100% of the value in December 2025.

- 13.8: Pay Out of PTO Bank Upon Separation. Employees who voluntarily quit after giving two (2) weeks' advance written notice, or who terminate due to death, military service or retirement, will be paid any amounts remaining in their PTO bank. Upon death, PTO will be paid out to the employee's estate.
- 13.9: <u>Transition to PTO Sick Leave</u>. Effective July 1, 2017, no additional sick time will be added to employee sick leave balances. An employee's sick leave balance on June 30, 2017 will be frozen and available to him/her for the duration of the employee's employment with the City to use to supplement short term disability and/or worker's disability compensation payments to a maximum of 100% of the employee's base wage or for other leaves of absence authorized by the Public Safety Director. Upon the employee's death or retirement from active service under the City retirement program, the employee (or the employee's beneficiary in the case of the employee's death), will receive 50% of all unused sick leave days at the employees' wage rate at the time of death or retirement. "Retirement" for purposes of this Section, shall mean that an employee is immediately eligible to collect full retirement benefits from MERS upon leaving the City's employment, and is not applicable to employees who will be eligible to collect a full retirement benefit at a later date due to their service with the Employer.

When the 50% payout of the frozen sick bank described above is for a duty-incurred death. such employee's estate shall be paid the full amount (100%) of his/her accumulated sick leave hours. As used herein, the phrase "duty-incurred death" shall mean death resulting directly from specific and identifiable personal injury or injuries sustained in the course of active duty with the City.

- 13.10: <u>Donation of PTO</u>. Under the following circumstances a POLC unit employee with a minimum of two (2) years of service shall have the right to donate up to 60 hours per year of PTO to another POLC Employee provided:
- 1. A POLC unit employee has a serious long-term illness or injury and the Member has exhausted all PTO and any amounts in his/her frozen sick leave bank, or;
- 2. A POLC unit employee has an immediate family member, who has a serious long term illness or injury that requires care and the POLC unit employee has exhausted all PTO and any amounts in his/her frozen sick leave bank to provide this care.
- 3. After making a donation the donator must have a balance of at least 60 hours in their PTO bank.

Donations will only be accepted up to 13 weeks. In the event of a maternity leave or other disability, donations will only be accepted through the Doctor's certified period of disability. Donated PTO days will be applied to the recipient in the order donated. Donations that go beyond the disability period will be returned.

To donate PTO time, employees must complete and sign a PTO Transfer Request form. The completed and signed form is to be submitted to the Payroll Department for processing. The City reserves the right to request a physician certification of

illness/disability upon request. The donation of PTO time will be transferred on an hour for hour basis.

If a POLC unit employee has a qualifying long-term illness, injury, or care requirement and has exhausted all paid time off days, they may request time donations in accordance with the aforementioned requirements. It is the Employee's responsibility to contact Human Resources to begin the donation request process prior to exhausting all available Paid Time Off. The request must be made prior to running out of Paid Time Off.

## ARTICLE 14 HOLIDAYS

14.1: <u>Holidays and Pay</u>. Subject to and in accordance with the provisions of this Article, eligible employees shall be entitled to holiday pay for the following days:

New Year's Day Martin Luther King Day

Washington's Birthday Easter

Memorial Day Independence Day Labor Day Columbus Day Veteran's Day Thanksgiving Day

Christmas Day

All employees shall be paid a dollar amount equal to five and one-half percent (5.50%) of their individual base pay (but no less than \$2,500) as holiday pay in the last pay day of November. New employees shall have the holiday pay prorated over the holidays occurring after the employee's date of employment with the City.

A bargaining unit employee assigned to an investigator position on a temporary basis shall continue to receive holiday pay, work forty (40) hours per week and shall be permitted to take five (5) of the designated holidays off with pay. Designation of the holidays taken off shall be mutually selected between the employee and the City.

Holiday pay will be prorated for employees leaving the employment of the City based upon actual holidays occurring prior to the last day of work.

Employees working an eighty (80) hour bi-weekly schedule, shall as a condition of receiving "holiday pay," as provided above, be required to work five (5) holidays and have six (6) holidays scheduled off. The six (6) "off" holidays shall be selected annually by the employee and subject to approval of the Public Safety Director.

14.2: Active Employment. No holiday pay will be paid to an employee for any holiday which occurs after the date of his quit or discharge, or while he is on leave of absence, or while he is absent due to a non-occupational illness or injury or absent due to an occupational disability exceeding one hundred and eighty (180) calendar days, or while he is laid off. It is understood that holiday pay shall not be denied an employee for any holiday falling within the first one hundred and eighty (180) calendar days of an occupational disability.

### ARTICLE 15 INSURANCE

15.1: <u>Hospital-Medical Insurance</u>. Regular full-time employees will be eligible to participate in the City of Grand Haven's chosen health insurance program. If the City of Grand Haven offers more than one health insurance carrier or more than one plan under the health insurance carriers, the regular full-time employees will have the option of choosing one of the plans. All rules and regulations set forth by the City of Grand Haven will be applicable to all regular full-time employees.

City contributions toward hospital-medical insurance shall be continued for eligible employees during fully paid leaves of absence; but they shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and they shall cease effective upon such an employee's termination of employment.

Eligible employees who participate in the employer's health insurance shall be required to contribute up to 20% towards the monthly premium co-pays, or whatever percent the non-union group is paying for the monthly premium copays for the plans offered, whichever is less.

The "percentage" is based on the Employer's rates and the recommendation from its TPA, not to exceed the BC/BS illustrated rates. The employer shall make available a pretax 125 plan for employees to pay for out of pocket expenses as identified under the provisions of the law. Unless mutually agreed otherwise, the Rx copay for the plans will be a five tier copay at \$10/\$40/\$80/15%/25%. A maximum outlay applies on the 15% tier (\$150) and the 25% tier (\$300).

15.2: <u>Long Term and Short Term Disability</u>. Employees shall continue to be covered by the City's Long Term Disability Insurance program on the same terms and conditions as applied to other City employees.

The Employer shall maintain a short-term disability insurance program for members of the bargaining unit. Qualification for receiving these benefits are set forth in the terms of the short-term disability insurance program as determined by the insurance carrier.

15.3: Retirees. Regular full-time employees hired by the City before January 29, 2009, who: (i) participated in the group hospital-medical insurance and dental insurance program provided through the City immediately prior to their retirement, and (ii) retire at an age and after sufficient years of credited service with the City to be eligible for full retirement benefits under the City's retirement plan (MERS) or retire under the disability retirement provisions of the City's retirement plan, shall be eligible to remain in said group hospital-medical insurance program and dental, provided such retired employees are permitted by the insurance carrier to continue such participation. Such participation may include eligible dependents (if elected), but shall be subject to the following additional terms and conditions:

Effective July 1, 2014 such participation shall cease upon the happening of the following event:

• the retired employee attains the age of sixty-five (65) and the retiree is eligible for Medicare from any source.

Upon becoming eligible for medical coverage/ benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage.

The cost of such group hospital-medical and dental insurance for such retired employees (including eligible dependents, if elected), shall be paid seventy-five (75%) percent by the City and twenty-five (25%) percent by the retired employee. The retired employee's portion of the cost of such insurance shall be invoiced monthly by the City's Finance Department. The retired employee must deposit; with the City Treasurer such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program.

A retiree may waive insurance coverage to which he/she is entitled to under this Agreement but is not eligible to receive an opt-out payment. A retiree eligible for continued coverage under Section 15.3 of this Article who has elected to waive the employer provided health insurance per this section shall be entitled to re-enroll (opt back in) into the employer provided retiree health insurance plan during open enrollment periods or within thirty (30) days of a Qualifying Life Event (QLE). The retiree shall be limited to re-enrolling themselves, their spouse at the time of retirement, and qualified dependents.

15.4: Post-65 Retirees. If a retired employee hired by the City before January 29, 2009, remained in the City's group hospital-medical insurance program pursuant to Section 15.3 above, and if he can no longer remain in such group hospital-medical insurance program pursuant to Section 15.3 above for the sole reason that he has attained the age of sixty-five (65), such retired employee may remain in such group hospital-medical insurance program pursuant to this Section, if such continuation is allowed by the insurance carrier. If the retiree is eligible for Medicare coverage/benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage. The cost of such group hospital-medical insurance for such retired employee (including eligible dependents, if eligible and if elected) shall be paid ten (10%) percent by the City and ninety (90%) percent by the retired employee. The retired employee's cost of such insurance shall be invoiced monthly by the City's Finance Department. The retired employee must deposit, with the City Treasurer, such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program. The retired employee's participation shall also cease upon the retiree's death.

#### 15.5: Life Insurance.

- A. Regular, full-time employees shall be eligible to apply for participation in a group term life insurance program (including double indemnity) provided through the City at the rate of twenty-four thousand (\$24,000) dollars per employee. The entire cost of such employee coverage shall in be paid by the City.
- B. Such City contributions toward life insurance shall be continued for eligible employees during fully paid leaves of absence; but they shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and they shall cease effective upon such an employee's termination of employment.

#### 15.6: Dental Insurance.

- A. Regular full-time employees shall be eligible to participate in a group dental insurance program provided through the City (including basic dental coverage on a 75/25 co-pay basis with and \$800.00 minimum benefit and a basic orthodontic rider on a 75/25 co-pay basis with a \$1,200.00 minimum lifetime benefit, with the insurance program responsible for the large percentage of the co-pay arrangement).
- B. The cost of such group dental insurance coverage, including eligible employees and eligible family dependents when elected, shall be paid eighty (80%) percent by the City and twenty (20%) percent by the employee. The employee's share of the premiums shall be paid by payroll deduction. If, however, an employee's check is insufficient to cover the employee's portion of the cost, the employee shall promptly and timely deposit with the City's Treasurer (or his designee) such additional monies as are necessary to cover the employee's portion of the cost; and failure of the employee to do so shall terminate the City's obligation to pay its share of the premiums for such employee and his eligible family dependents. The City's liability hereunder shall be limited to the prompt payment of its portion of the premiums.

The City's obligation to pay its portion of the premiums for such group dental insurance coverage shall be continued for eligible employees during fully paid leaves of absence; but it shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and it shall cease effective upon such employee's termination of employment.

- 15.7: <u>Vision Insurance</u> Regular full time employees will be eligible to participate in the City's vision insurance program which provides insurance coverage for vision care related expenses such as eye exams, glasses, contact lenses, etc. The City will pay for 40% of the vision coverage for the employee and qualified dependents.
- 15.8: <u>Change of Carriers</u>. The City shall have the right with respect to the group hospital-medical insurance program, the group term life insurance program, the group dental insurance program and the group vision insurance program to change insurance carriers provided the insurance coverage is basically comparable to or better than such existing coverage.
- 15.9: <u>Insurance Continuation</u>: In the event that a regular full-time employee, who had been eligible to participate in one (1) or more of the City's group insurance programs, ceases to be actively employed by the City and thereby ceases to be eligible for participation in any City group insurance program (except to the extent specifically provided above for the continuation of certain retired employees in the City's group hospital-medical insurance program), the ability of any such employee to continue in any City group insurance program shall be governed by the requirements of United States Public Law 99-272, the Consolidated Omnibus Budget Reconciliation Act of 1985, or any successor statute, to the extent Public Law 99-272 or any successor statute is applicable to the City.

15.10: Employee's electing to waive the employer's health insurance coverage shall be given the following amounts either, at the employee's option, into a 457 deferred compensation plan or cash:

Eligible for family coverage elected no coverage	\$3,000
Eligible for family coverage elected single coverage	\$1,750
Eligible for two-person coverage elected no coverage	\$2,000
Eligible for two-person coverage elected single coverage	\$1,750
Eligible for single coverage elected no coverage	\$1,750

In the event payment of the above amounts would cause the City to be subject to a penalty or other adverse result under the Affordable Care Act or other federal or state legislation, the amounts shall be reduced to the extent necessary to avoid the penalty/adverse result. If an employee did not complete a full year of service, the amount would be prorated. An employee who terminates during the probationary period would not be receiving this benefit. The amounts provided herein would be placed into the deferred compensation plan or paid out at the end of the calendar year.

In the event a bargaining unit employee has a spouse also employed by the City, neither spouse will be eligible for the payment in lieu of insurance.

The parties agree that if the City offers a City-wide insurance opt out plan, it may make the plan available to POLC bargaining unit employees, provided the opt out benefit exceeds the opt out benefit contained in the parties' current collective bargaining agreement.

15.11: <u>Health Care Savings Program</u>. The post-employment Health Care Savings Program (HCSP) is an employer-sponsored savings account designed for an employee to set aside money to cover escalating costs of post-employment health care. Under the program, contributions are made during active employment. When employment is separated, regardless of the reason or age of the employee, the employee may be reimbursed for healthcare related expenses through this account. This account may be used by the employee, employee's spouse and/or legal dependents. These funds are pre-tax dollars for both the employee and employer.

Sections 15.3 and 15.4 will remain only for employees hired before January 29, 2009. Employees hired before January 29, 2009 have a mandatory contribution to the HCSP with no City match available. The amount of the contribution is 0.25% or the amount of the employee's contribution on record with MERS on May 1, 2011. Employees in this group may choose to waive their right to retiree health care under 15.3 and 15.4 and be treated as a new employee for the purposes of the HCSP match. To exercise this option an employee should contact Human Resources to complete a request form.

Employees hired on or after January 29, 2009 will only have the HCSP, but the City will match the employee's contribution. The contribution amount is 3% of gross wages and will be matched by the City at 100% (3% of gross wages).

## ARTICLE 16 PENSION

16.1: The City of Grand Haven has adopted the Michigan Employees Retirement System (MERS) effective March 1, 1993. The following MERS benefit programs have been adopted for all employees:

A. Benefit Description:

a. Non-standard 3.0% Multiplier for all employees for all service prior to July 1, 2013.

b. 2.5% Multiplier for all service after July 1, 2013.

c. The parties agree that a Termination FAC will be used in the final pension calculation.

d. Maximum benefit 80% of FAC.

e. Benefit F50 (With 25 Years of Service).

f. 10 Year Vesting.

- g. Benefit FAC-3 (3-year Final Average Compensation)
- h. Benefit E-1 (Annual Increases for Past Retirees)
- i. Benefit E-2 (Annual Increases for Future Retirees)

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- B. Both the City and each employee shall split the cost to fund the required MERS contribution on a 50-50 basis with an employee maximum contribution of 17% (with the applicable MERS conversion factor applied to the employee contribution). The percentage of employee and City contributions necessary to maintain the 100% funding level will be determined based upon the annual actuarial report. In no case will the City and employees each contribute less than 2%.
- C. For purposes of the City's MERS benefit plan, part-time employees as defined herein are not enrolled in MERS. A part-time employee who becomes full time shall receive no service credit for any period of part-time employment.D. The City reserves the right to close the Defined Benefit Plan to new hires. New
- D. The City reserves the right to close the Defined Benefit Plan to new hires. New hires will be offered a Defined Contribution Plan with a 12% employer contribution and an 8% employee contribution. The vesting schedule for the Defined Contribution Plan will be 50% at year 3 and 100% at year 5. A conversion option (move from current Defined Benefit Plan to new Defined Contribution Plan) will be available to existing employees at the current PVAB as defined by MERS at the time of conversion.
- E. Employees who choose to remain in the Defined Benefit Plan will do so for the duration of their employment with the City. The acceptance of another position or promotion within the department will not affect the opportunity to remain in the Defined Benefit Plan.
- F. If City Council pursues voter support, and if there is voter support in a successful millage request during the term of this collective bargaining agreement, the Defined Benefit Plan employee cap will decrease to 15%.
- 16.2: Roth IRA Deductions. The City shall provide employees the option to make Roth IRA contributions via payroll deduction.

## ARTICLE 17 UNIFORMS

- 17.1: The City shall provide employees with uniforms in accordance with established Department specifications and as outlined in attached Appendix 'E'.
- 17.2: All employees shall have the standard uniform, and the replacement of worn out or damaged articles of clothing shall be by the City as needed, but not more often than every six (6) months. Prior to ordering replacement uniforms and clothing, employees shall present worn out or damaged clothing to the Quartermaster or his designee for inspection.
- 17.3: All Public Safety Officer/Investigators (excluding WEMET officers) shall be reimbursed post-tax up to \$1000 per year for clothing necessary to perform their duties. Officers assigned to WEMET shall receive \$500 per year. Temporary Investigators whose assignment exceeds ninety (90) calendar days shall receive a pro-rated investigator clothing allowance.
- 17.4: <u>Cleaning Allowance</u>. The City shall provide a cleaning service for employees (except full-time investigators) of an amount up to \$450 per year, provided that all uniforms be professionally dry cleaned. The City shall provide a cleaning service to investigators and officers assigned to WEMET of an amount up to \$250 per year for cleaning of their clothing used in the performance of their duties.

# ARTICLE 18 SALARIES AND OTHER COMPENSATION MATTERS

18.1: <u>Salary Schedule</u>. Employees shall be paid in accordance with the salary schedule attached hereto and made a part hereof as Appendix "A".

#### 18.2: Merit Achievement Pay

The parties reserve the right to meet and, upon mutual agreement, modify the Merit Achievement section of this program. All employees shall receive such additional compensation for which they qualify as follows:

A. Employees qualifying, shall be eligible for semi-annual payments, to be made in December and June of each fiscal year, in accordance with the following schedule:

YEARS OF SERVICE	TOTAL ANNUAL PAYMENTS
After 3 years of service	\$200.00 per year
After 5 years of service	\$400.00 per year
After 10 years of service	\$800.00 per year
After 15 years of service	\$1200.00 per year
After 20 years of service	\$1600.00 per year
After 25 years of service	\$2000.00 per ýear

As used, "years of service" shall mean an employee's length of continuous and uninterrupted service with the Department of Public Safety from the date of last hire, excluding leaves of absence.

#### B. Qualifications.

- 1. Three (3) Years of Public Safety Service. An employee must have at least three (3) years of continuous and uninterrupted service with the Department of Public Safety from the date of last hire, and must possess and demonstrate continued progressive interest and achievement in the Department by carrying out duties and assignments to the best of his or her ability and in accordance with the rules, regulations and policies of the Department.
- 2. <u>Performance Evaluation</u>. To be eligible for merit payment, an employee must have received a satisfactory rating (average of all 4-month rating periods), on his or her performance rating.
- 3. <u>Physical Condition</u>. An officer must keep him/herself in good physical condition.
  - An officer may qualify by successfully completing one
     (1) of the following three (3) alternatives:
    - (1) Meeting all requirements of LEVEL 1 (Bronze) proficiency level (or better) of the Public Safety Physical Fitness Program, attached as appendix "D". If an Officer chooses and successfully completes the requirements of the LEVEL 1 (Bronze), LEVEL 2 (Silver), or LEVEL 3 (Gold) portion of the Public Safety Physical Fitness Program, the Officer will receive an additional annual payment as outlined in Appendix B OR
    - (2) Participate in the one hundred (100) miles in one hundred days walking program. OR -
    - (3) Participate in a pre-approved self-disciplined wellness program.
  - b. In the event an officer incurs some physical injury or disability in the line of duty, or through ill health or accident over which the officer has no control, and the impairment is not of such nature as to disqualify the officer from Public Safety service, this qualification may be waived upon receipt of a physician's certificate indicating that the meeting of this requirement would be injurious to the officer's health.
  - c. An officer not meeting this requirement will forfeit one-half ( $\frac{1}{2}$ ) of the semi-annual Merit Achievement payment for that six (6) month period.

#### 18.3: Hours of Work.

- A. The normal bi-weekly pay period consists of an average of eighty-four (84) hours. It is understood that officers are always on duty regardless of break periods and shall be required to respond to those urgent aspects of their job that may arise while on break.
- 18.4: Overtime. Time and one-half (1-1/2) of an employee's regular straight time hourly rate of pay shall be paid for all time, to the nearest quarter (1/4) hour, necessarily spent on the job including compensated time with regard to holidays, PTO, and on-the-job injury which cumulatively is in excess of eighty-four (84) hours per biweekly pay period. There shall be no pyramiding of premium pay. The City further agrees to guarantee minimum overtime as follows:
  - A. Signing complaints, warrants, consultation with the Prosecutor and/or City Attorney two (2) hours minimum at the time and one-half (1-1/2) the prevailing hourly rate.
  - B. Court Appearances two and one-half (2-1/2) hours minimum at time and one-half (1-1/2) the prevailing hourly rate or time and one-half (1-1/2) of the actual time spent, whichever is greater. All witness fees shall be returned to the City.
  - C. Call-Back When an employee is called in to perform work at a time other than that for which he/she has previously been scheduled, they shall receive not less than three (3) hours at time and one-half (1-1/2) for work performed. The three (3) hour minimum provision shall not apply to employees who are called in for periods of less than three (3) hours prior to the start of their duty watch but who continue to work their regular duty watch thereafter.
    - Employees scheduled at least seven (7) calendar days in advance to attend meetings, shall receive a minimum of one (1) hour or the actual number of hours, whichever is greater, at time and one-half.
  - D. Release Time The employer may request that an employee be released early and not complete their assigned scheduled hours. An employee leaving early shall suffer no loss of pay for any hours not worked. The employee who agrees to release early and works time in addition to his regularly scheduled hours during that pay period, shall not be able to use the release hours as "hours paid" for the purpose of calculating overtime.
  - E. <u>In-Service Training</u>. Employees scheduled for in service training, consisting of a minimum of eight (8) scheduled hours, who are on either eight (8), ten (10) or twelve (12) hour schedules, shall be granted a day off for each day assigned to in-service training. The employer shall work with employees to schedule days off in accordance with operational needs and staffing requirements. Days off may be scheduled within the pay period of the in-service training or outside the pay period, provided it does not result in overtime, as outlined in this contract.

- 18.5: Pay or Compensatory Time Off. Employees eligible to be paid at time and one-half (1-1/2) rates pursuant to Section 18.4 may elect to receive either time and one-half (1-1/2) pay or time and one-half (1-1/2) compensatory time off. All such elections shall, however, be subject to the following provisions:
  - A. The election of pay or compensatory time off must be made in writing before the end of the pay period in which it is earned. Otherwise the City may elect for the employee. Once the election of pay or compensatory time off is made, it may not thereafter be changed without the express prior consent and approval of the City.
  - B. Compensatory time off earned and elected shall be subject to a maximum logged accumulation of eighty-four (84) hours. (Employees may not log or accumulate compensatory time off beyond the maximum allowed herein; and an employee having accumulated the maximum allowable compensatory time off must elect pay instead of additional compensatory time off).
  - C. Compensatory time off may only be taken at times which are approved, in advance, by the City regardless of whether it results in overtime. For the purposes of time off requests, compensatory time off procedures will follow the same time off guidelines as set forth for PTO leave banks.
- 18.6: Shift Schedules. Prior to implementation, the City shall post for bid, when more than one shift per twenty-four (24) hours is required, available shifts and shift hours. If the department patrol schedule consists of 12-hour work shifts, there will be 2 patrol shifts available, a day patrol shift and a night patrol shift, each with 2 teams. Non-probationary employees shall be permitted to select the shift and team of their choice by Departmental seniority. The City reserves the right to deny a shift bid, regardless of seniority, if it will result in a married couple working on the same shift. If two employees working on the same shift marry, the least senior employee will be transferred to another shift unless the parties mutually agree otherwise.
  - A. The City shall be permitted to change an employee's shift and/or team bid for the purpose of attending training, to cover for other employees while attending required training, to cover for short-term or long-term vacancies due to injury, illness, leaves of absence, retirements, or changes in assignment. If an employee's shift bid is changed for short-term department operational needs other than training, the change shall not exceed 4 months per calendar year provided the City:
    - 1. First attempt to solicit volunteers who are willing to have their schedule altered to cover the vacancies.
    - 2. If no employees volunteer to change shifts, the City shall make the necessary schedule changes and notify the affected employee(s) at least two (2) weeks in advance of the proposed schedule change.
    - 3. When a change is made pursuant to 2 above, the least senior employee(s) on the effected shift(s) or teams shall be changed.

- B. Employees recognize the importance of maintaining a balance of experienced officers across patrol shifts and teams who are trained to the level of PSOIII. Following the patrol shift and team bidding process, the Director or Director's designee will review the requested bids. The Director may assign an employee(s) to a different shift or team following the bid request as follows:
  - 1. If none of the officers on a team have five years' experience as a Public Safety Officer III.
  - 2. If a change is initiated as outlined in #1, the shift/team bid of the two most senior members of each day team and the single most senior members of each night team are not subject to involuntary transfer.
  - 3. If a change is initiated as outlined in #1 and involves a change from dayshift to night shift, the employee(s) whose shift/team bid was changed will not be eligible to be off shift at the same time as the Sergeant and will receive a shift premium of .50 cents per hour for all night shift hours worked for the duration of the change. Previously scheduled vacations will be honored for all transfers.
  - 4. The City may institute a "Senior Officer" program to ensure that experienced officers are assigned to each shift and provide interested officers the opportunity to gain supervisory experience. The decision to institute such a program and all program requirements and details, including the number of Senior Officers and number assigned to each shift or team rest solely with the City. If a Senior Officer Program is instituted, Senior Officers assigned to the night shift will receive a shift premium of .50 cents per hour for all night shift hours worked and will not be eligible to be off shift at the same time as the Sergeant. Additionally, the Senior Officer will receive (one hour pay at straight time as outlined in Section 11.9 of this Agreement, Temporary Assignment/Senior Officer).
- 18.7: <u>Voluntary Schools</u>. Employees assigned voluntary training or schools shall not be entitled to overtime compensation unless the total number of hours in training or attending school, including travel time, exceeds their normal regularly scheduled work day or work week or is required by law.

Travel time shall only be considered if the training or school location is outside the Counties of Ottawa, Muskegon, Kent or Allegan.

#### 18.8: Licensures and Education.

- A. Employees who are licensed in Michigan as a Paramedic shall receive a twelve hundred fifty dollar (\$1250.00) bonus on or before July 1 of each calendar year.
- B. Employees who are licensed in Michigan as an Emergency Medical Technician (EMT) shall receive a seven hundred fifty dollar (\$750.00) bonus on or before July 1 of each calendar year.

- C. Employees who possess a Bachelor's Degree, Master's Degree or Juris Doctor (J.D.) shall receive a seven hundred fifty dollar (\$750.00) Bonus on or before July 1 of each calendar year.
- D. Bachelor's, Master's or Juris Doctor Degree must be in a subject matter directly related to employment as a Public Safety Officer such as Criminal Justice, Psychology, Sociology, Counseling, Information Technology, Security, Public Administration, or similarly related subject to qualify for the bonus. Final determination of education qualifying for the bonus to be made by the Public Safety Director.
- E. Employees who possess a Bachelor's, Master's or Juris Doctor Degree and receive a bonus for that degree shall not be eligible for the bonus for Paramedic/EMT license.
- F. Employees who are licensed in Michigan as a Paramedic or EMT and receive a bonus for that license shall not be eligible for the Bachelor's, Masters or Juris Doctor Degree Bonus.
- 18.9: <u>Longevity Retention Pay</u> All regular, full-time employees in the active service of the Employer shall be entitled to receive Retention Pay for their length of continuous service with the Employer. Such pay will be based on the following schedule:

If an employee leaves employment with the City of Grand Haven their Retention Pay that they would otherwise be entitled to for that year, will be prorated and paid by the employer to the employee. Such prorating shall be calculated on a monthly basis for that specific calendar year.

5 or more but no more than 9 years of continuous service \$ 500

10 or more but no more than 14 years of continuous service \$ 1,000

15 or more but no more than 19 years of continuous service \$ 1,500

20 plus years of continuous service \$ 2,000

Such Retention Pay shall be paid in a separate check no later than the first payday in July of each calendar year.

Employees must leave employment with the City of Grand Haven in "good standing" to be eligible for receipt of above prorated Retention Pay. Examples of "good standing"

include but are not limited to the giving of at least two (2) weeks' notice, separation agreement, death or reasons otherwise excused or excepted by management.

18.10: <u>Shift Differential</u> - All employees regularly assigned to a night shift, shall receive an additional one dollar (\$1.00) per hour for all hours worked on their shift.

#### ARTICLE 19 NO STRIKE

19.1: The Union agrees that during the term of this Agreement it, its members, or any employee in the bargaining unit represented by it, will not call, authorize or participate in any strike, work stoppage or other significant interruption or interference with the normal business or activities of the City. The City shall, in addition to any other remedy, have the right to discipline or discharge any employee participating in any such interruption or interference; and the union shall not oppose such discipline or discharge, except that the Union may oppose such discipline or discharge if the employee asserts in good faith that he did not participate in such interruption or interference.

## ARTICLE 20 MISCELLANEOUS PROVISIONS

#### 20.1: <u>Severability</u>.

- A. If any Article, Section, paragraph or clause of this Agreement, or any riders thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section, paragraph or clause shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or application of such Article, Section, paragraph or clause to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any Article, Section, paragraph or clause is held invalid or compliance with or enforcement of which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, paragraph or clause during the period of invalidity or restraint.
- 20.2: <u>Bulletin Board</u>. The City agrees to provide the Union with a bulletin board, at a place mutually agreeable to the City and the Union, for use by the Union in posting appropriate notices pertaining to the Union and its bargaining unit members.
- 20.3: <u>Residency</u>. All employees included in the POLC's bargaining unit and hired on or after July 1, 1987 shall reside within the limit of 35 miles from the nearest City limits of the City of Grand Haven. This section shall be interpreted and construed consistent with applicable state law. Exceptions to this requirement for good cause shown may be made

with the approval of the Director of Public Safety and the City Manager. Failure or refusal to grant an exception shall not be subject to the grievance and arbitration procedures of the Agreement. Once an exception is approved, it may not be revoked as long as the employee remains on the same property for which the exception was made.

#### 20.4: No Smoking Policy

- A. All regular, full-time employees in the Union's bargaining unit, who are hired on or after July 1, 1990, are prohibited from smoking tobacco products on duty as a condition of continued employment. Such employees must sign a written statement affirming their intent to comply with this prohibition.
- B. The City and the Union hereby agree that for the health and comfort of all employees and visitors, use of tobacco products shall be prohibited in all City of Grand Haven-owned buildings and vehicles. Employees and visitors are permitted to smoke only in the designated smoking area outside of each building. Any employee violating this policy will be subject to discipline, up to, and including, discharge.
- C. All employees hired after July 1, 2005 agree to refrain from the use of tobacco products at any time on-duty as a condition of continued employment.
- 20.5: <u>Educational Reimbursement</u>. In accordance with the current city policy, bargaining unit members shall participate in the tuition reimbursement program available through the City up to the IRS allowed maximum as approved in the annual budget process.
- 20.6: All employees hired after July 1, 1992 must agree to cross-train and be certified as both police officers and fire fighters. Employees hired after April 1, 2005, who are hired for the express purpose of being a fire fighter only (PSO I), will not be cross-trained as a police officer unless required to do so by the City. The following conditions will also apply to the fire fighter only (PSO I) classification employee.
  - 1. The City agrees to employ no more than four (4) full-time PSO I's at any time.
  - 2. The City and the Union agree that for the purpose of the annual shift bid, no more than one (1) PSO I may be assigned to each of the four (4) platoons. The PSO I's will bid their shift by classification seniority.
  - 3. Until such time as four (4) PSO I's are employed, the Union agrees that the City may, at their discretion, assign the first two (2) PSO I's to day-shift positions. The PSO I's will bid their shift by classification seniority.
  - 4. For the purposes of overtime, the city and Union agree that PSO I's will be placed in the regular call out rotation for overtime and will be called in the proper order as established in the Overtime Management Policy. However, in the event that PSO I, either full-time or paid-on-call, is already scheduled to work the shift that the overtime is occurring on, a second PSO I, either full-time or paid-on-call, will not be eligible for that overtime.

- 5. The City and Union agree that if a layoff occurs involving employees, all employees holding a PSO I classification will be laid off by classification seniority prior to laying off those employees holding a PSO III classification hired before April 1, 2005. Additionally, it is understood that in the event of a layoff, a fully cross-trained PSO III will be deemed by the City to possess all of the skills, abilities and qualifications required to perform the work of a PSO I and will be allowed to exercise bumping privileges to the lower paid classification based on departmental seniority.
- 20.7: <u>Daylight Savings Time</u>. Employees whose shifts include the hours during spring daylight savings time change shall not be required to submit one (1) hour of accrued PTO deduction from their accrued PTO bank but rather will be compensated the one (1) hour of time by the employer.

Employees whose shifts include the hours during fall daylight savings time change shall be compensated one (1) hour at time and one-half their regular straight time wage.

20.8: <u>Drug Free Workplace Policy</u>. The Union and employer agree to adhere to the "Drug Free Workplace Policy" which is attached and part of this collective bargaining agreement as Appendix E.

#### 20.9: <u>Investigator Vehicle</u>.

- A. Those employees who occupy the position of investigator shall be permitted to use their assigned vehicle on weekends up to a distance of one hundred (100) miles from the city limits while off duty, if they are on-call.
- B. The employees who occupy the position of investigator shall be allowed to use their City owned vehicle for travel to and from home during the week provided the employee lives within 20 miles from the City limits.
- 20.10: <u>Meal Allowance</u>. Meal Allowance. Employees who attend meetings or schools outside the city shall be reimbursed for meals in accordance with the City's meal allowance policy as revised from year to year. The parties agree that the amounts will not be reduced during the term of this Agreement below the amounts set as of July 1, 2017. The employee must provide to the City dated receipts for the meals to be reimbursed.
- 20.11: <u>Dog Handler</u>. Employee(s) performing the function of dog handler (K-9) shall receive for each scheduled work day, either one (1) hours pay or be released one (1) hour early from their scheduled shift, at the employer's option.
- 20.12: <u>Fitness for Duty</u>. In the event that the Department Director determines that good cause exists to evaluate a member's fitness for duty, a referral shall be made to a practicing and licensed physician, psychiatrist or psychologist having experience conducting examinations for peace officers or peace officer candidates. Said evaluation shall be made in writing directed only to the professional conducting the examination, and shall identify the officer's duties and responsibilities as well as any specific areas of concern underlying the referral. The decision to send a member for a fitness for duty examination shall be at the discretion of the Department Director. However, in

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identifying areas of concern, the Department Director shall consider only those matters which are relevant to the ability of the member to perform his or her duties.

All communications between the member and physician, psychologist or psychiatrist shall be deemed confidential and shall not be disclosed to the City unless a written waiver has been executed by the member. A refusal to sign the waiver shall be considered insubordination and may result in discipline, up to and including termination of employment.

In the event that the physician, psychologist or psychiatrist selected by the Department Director renders an opinion ("first opinion") that the member is unfit to perform his or her duties, the City will allow the individual to apply for a leave of absence in accordance with the policies of the City. The purpose of the Leave of Absence will be to allow the employee the time and focus to successfully be deemed fit for Duty and return to active duty. When an employee believes that they have indeed completed all steps necessary for them to be re-evaluated, the member shall have the right (at his or her own expense) to have an independent professional, with qualifications as identified above, perform a second evaluation and render an opinion ("second opinion") as to the member's fitness for duty. The member shall be permitted to use accumulated paid sick leave for time off necessary to procure the second opinion.

In the event that the second opinion determines that the member is not fit for duty, the City may then take any further action it deems appropriate including, but not limited to, declaring the member temporarily or permanently unfit for duty. In the event that the second opinion of the professional retained by the member concludes that the member is able to perform the duties of a public safety officer, the Director shall consider those finding and recommendations, and may return the member to full duty.

In the event that (a) the second opinion finds the employee fit for duty; and (b) the Department Director declines to return the member to full duty, the parties shall mutually select a third physician, psychologist or psychiatrist to conduct an independent examination ("third opinion"). The third professional shall consider the evaluations of both the first and the second opinions as well as his or her own evaluation of the member and render a final determination of the member's fitness for duty. Should the finding of the third professional conclude that the member is not fit for duty, the City may then take any further action it deems appropriate including, but not limited to, declaring the member temporarily or permanently unfit for duty. The costs and fees charged by the third professional shall be shared by the parties equally.

When the Director requests a fitness for duty examination, he/she must inform the employee in writing of his/her reasons for doing so and the consequences of failure to cooperate. Any employee who refuses to undergo a required fitness for duty examination shall be found insubordinate and subject to discipline up to and including termination. Under no circumstances will an employee who has been determined unfit for duty be allowed to return to Active Duty until the employee has successfully completed a Fitness for Duty Evaluation.

20.13: <u>EMT Training</u>. The Employer will provide training for all employees to become EMT certified and all employees are required to participate in the training. Employees who do not pass or are unable to complete training shall not be transferred, assigned to less desirable duties or removed from employment.

20.14 <u>Training and Records</u>. The Employer will provide all continuing education and training to all employees and keep records of employee certifications and licensures pertaining to the employee's employment with the City. All training, continuing education, and licensure fees required by or relating to the Department will be paid by the City.

## ARTICLE 21 SAFETY PROCEDURES

21.1: The City of Grand Haven shall furnish and maintain a safe working environment. In doing this the City shall comply with occupational safety and health standards.

Each employee shall also be responsible for complying with occupational safety and health standards. No employee shall in any way alter a safety device or interfere with the use of a safety device. Employees shall follow safety rules, and use all safeguards and safety equipment and make safety a part of their job.

#### ARTICLE 22 SPECIAL CONFERENCES

- 22.1: Special conferences on important matters such as interpretation of this Agreement may be arranged between the Local President and the Employer's designated representatives upon the request of either party. The Union Labor Representative may attend the conference.
- 22.2: The party requesting a special conference between the parties shall prepare an agenda and submit it to the other party, five (5) working days before said conference. Only those items on the agenda shall be discussed.

#### ARTICLE 23 UNPAID FAMILY AND MEDICAL LEAVE

23.1: Employees shall be eligible for unpaid family and medical leave in accordance with the City of Grand Haven Personnel Policy and the Family and Medical Leave Act.

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#### ARTICLE 24 DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2025 and shall continue in full force and effect from said date until midnight on the 30th day of June, 2028, and shall be automatically renewed from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by certified or registered mail, before the end of the term of this Agreement or before the end of any anniversary date thereafter, of its desire to terminate, modify or change this Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly-authorize representatives.

POLICE OFFICERS LABOR COUNCIL	CITY OF GRAND HAVEN a Michigan Municipal Corporation
Business Agent	Mayor
Negotiating Committee	City Clerk
Negotiating Committee	City Manager
Negotiating Committee	Human Resources Manager
Negotiating Committee	Director of Public Safety

#### APPENDIX A

		POLC PATE	ROL SALAR	ES/WAGES	)		
	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Effective	Step 1	Step 2	step s	эсер 4	step 5	этер о	этер 7
July 1, 2025 (6.0%)							
July 1, 2023 (0.070)							
PSO III/Investigator	64,881	69,011	73,143	77,146	81,395	85,527	89,650
	31.19	33.18	35.16	37.09	39.13	41.12	43.10
PSO III	63,621	67,670	71,717	75,770	79,813	83,864	87,907
	29.13	30.98	32.84	34.69	36.54	38.40	40.25
PSO II	60,633	64,484	68,342	72,194	76,050	79,891	83,756
	27.76	29.53	31.29	33.06	34.82	36.58	38.35
PSO I	54,098	56,315	58,639	63,195	67,818	71,789	75,249
	24.77	25.79	26.85	28.94	31.05	32.87	34.45
Effective							
July 1, 2026 (5.5%)							
PSO III/Investigator	68,450	72,807	77,166	81,389	85,872	90,231	94,580
	32.91	35.00	37.10	39.13	41.28	43.38	45.47
PSO III	67,120	71,392	75,662	79,937	84,203	88,476	92,742
	30.73	32.69	34.64	36.60	38.55	40.51	42.46
PSO II	63,967	68,030	72,101	76,165	80,233	84,285	88,363
	29.29	31.15	33.01	34.87	36.74	38.59	40.46
PSO I	57,074	59,412	61,864	66,671	71,548	75,737	79,387
	26.13	27.20	28.33	30.53	32.76	34.68	36.35
Effective							
July 1, 2027 (3.0%)							
PSO III/Investigator	70,503	74,991	79,481	83,830	88,448	92,937	97,418
,	33.90	36.05	38.21	40.30	42.52	44.68	46.84
PSO III	69,134	73,534	77,931	82,335	86,729	91,130	95,524
	31.65	33.67	35.68	37.70	39.71	41.73	43.74
200 11	CF 005	70.074	74.000	70 175	00.515	06.215	04.04
PSO II	65,886	70,071	74,264	78,450	82,640	86,813	91,014
	30.17	32.08	34.00	35.92	37.84	39.75	41.67
PSO I	58,786	61,195	63,720	68,671	73,695	78,009	81,769
	26.92	28.02	29.18	31.44	33.74	35.72	37.44

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#### **APPENDIX A (CONTINUED)**

<u>Step Increases:</u> Employees in the Bargaining Unit who progress in their pay scale as Public Safety Officers (PSO) – from a lower PSO level to a higher PSO level- will move up to the promoted pay grade and back one step on the scale. The only exception is if the employee is already at step one (1) of their current pay grade. That employee will stay at step one (1) on the new positions pay grade and progress as the scale indicates.

For example, a PSO1 at the two-year step four (4) level will advance to the two-year step three (3) PSO II level or whatever appropriate level they should be at according to their training and certifications and not be placed at the next level at the starting wage or a level lower than what they currently are.

<u>Temporary or Rotating Positions:</u> Employees in a temporary or rotating assignment shall receive an additional \$0.50 per hour.

#### APPENDIX B

#### LEVELS OF PHYSICAL FITNESS

#### 1. Exercise Options

Bronze – Add \$500 per year

Silver - 10% above bronze requirements. Add \$1,000 per year

Gold - 15% above bronze requirements. Add \$1,500 per year

Physical Fitness Levels - Standards			
Exercise	Standard		
Push-ups	MCOLES for age/gender—MCOLES guidelines for push-up		
	form		
Sit-ups	MCOLES for age/gender—MCOLES guidelines for sit-up		
	form		
1-mile Course Run	MCOLES for age/gender—MCOLES guidelines for run		
Equipment carry	Current Department Standard—PSOIII Test—5 minute time		
	limit		
Simulated Rescue—Dummy	Current Department Standard—PSOIII Test—3 min male/5		
Carry	min female		
Simulated hose pull	Current Department Standard—PSOIII Test—1 minute time		
	limit		

## MCOLES Standards as Determined and Periodically Adjusted by the Commission Current Standards:

		Male	
Age Group	Vertical Jump	Sit-Ups	Push-Ups
18-29	17.5	32	30
30-39	16.0	30	30
40 +	15.0	30	28

	Female				
Age Group	Vertical Jump	Sit-Ups	Push-Ups		
18-29	11.0	28	7		
30-39	9.0	19	7		
40 +	8.0	18	7		

#### 1-mile Course Run:

	MA	LES	
Age	Bronze	Silver	Gold
18-29	8:45	7:53	7:26
30-39	9:12	8:17	7:49
40+	9:42	8:44	8:15

	FEM	IALES	
Age	Bronze	Silver	Gold
18-29	10:37	9:33	9:01
30-39	11:11	10:04	9:30
40+	12:17	11:03	10:26

## APPENDIX B (CONTINUED) GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY

# PRELIMINARY APPROVAL FORM FOR A SELF-DISCIPLINED WELLNESS PROGRAM REQUEST FORM

To: D	Director of Public Safety
FROM _	DATE
require	a request for preliminary approval of a plan to meet the employee's participation ment for the DEPARTMENT OF PUBLIC SAFETY Health and Wellness Program. It is not a for approval of the completion of the employee's plan or participation.
INCLUD	BE THE PROPOSED PLAN OR PROGRAM ON WHICH YOU ARE SEEKING APPROVAL, DE LENGTH OF PROGRAM, HISTORICAL INVOLVEMENT AND WHO ADMINISTERS THE AM. (Attach additional sheets if necessary).
PLEASE	DESCRIBE HOW YOU PROPOSE TO DOCUMENT YOUR PARTICIPATION IN THIS
PROPO	SED PROGRAM:
( )	Employee Signature Plan will not be recommended.
( )	Plan will not be recommended as outlined. Please contact the Director to discuss ways to qualify your participation.
( )	Plan meets general guidelines as outlined. However, approval of participation will not be given until the program is completed and the required documentation is submitted. Final approval will be at the discretion of the Director.
Dated: _	
Docum	Director of Public Safety
170101111111	FINANCIA DE DAIE

#### APPENDIX B (CONTINUED)

#### **100 MILES IN 100 DAYS**

#### GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY WALKING PROGRAM

Session I: March - June Session II: July - October

#### WALKING PROGRAM GUIDELINES

- 1. You must be a Grand Haven Department of Public Safety employee to participate in this Walking Program.
- 2. You must officially sign up (register) prior to walking any miles in this program. You may register for the program by contacting the Deputy Director of Public Safety.
- 3. All participants must have completed the assessment portion of the National YMCA Fitness Evaluation.
- 4. Walking may be done prior to the work day, during the lunch hours, after the work day, or on weekends, but not on duty.
- 5. You must walk a minimum of one (1) mile each time you walk.
- 6. All miles walked must be recorded on your "Mileage Card". Your miles must be verified by having another program participant or spouse participant initial your Mileage Card each time you walk.
- 7. Jogging only may be substituted for walking.
- 8. "Mileage Cards" and maps of the designated routes are available from the Deputy Director of Public Safety. Also, you may supply a verifiable route of your own. The completed "Mileage Cards" must be turned into the Deputy Director of Public Safety on a weekly basis.
- 9. If you walk 100 miles or more (Session I or Session II) this walking program may be used to qualify for the semi-annual Physical Condition portion of the Merit Achievement Program. Proper verification by another walker or spouse participant is required to meet qualifications.

## GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY WALKING PROGRAM MILEAGE LOG

<u>Name:</u>		<u>Wee</u>	<u>k Beginning</u>	g:			
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date							
<u>Miles</u>							
Partner's <u>Initials</u>							
Total Miles This Week							
							Directo
GRAND HAV WALKING PI <u>Name:</u>				AFETY Week Beginn	ing:		
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date							
<u>Miles</u>							
Partner's Initials							

#### APPENDIX C **UNIFORMS**

The City will provide each employee a shoe/boot allowance of \$250.00 per year paid post tax in the first pay period in July. In the event an officer damages or destroys his/her shoes/boots in the course of his/her employment due to no fault of his/her own, the City will replace them as necessary.

is, ner empleyment ade to no ladit of	ms, ner own, the city will replace then
COGH	POLC PATROL/POLC COMMAND
	2025 REVISIONS
PSO I	PSO II and III
4 Patrol long sleeve shirt-With name and badg	e 1 Class A uniform hat with
4 Patrol short sleeve shirt- With name and bad	ge 1 Tie
4 Patrol pant	1 Long sleeve class A unifor
1 Class A long sleeve shirt	1 Short sleeve class A unifo

1 Class A pant 1 Class A uniform hat with hat badge

1 Class A short sleeve shirt

- 1 Uniform badge 1 Patrol pants belt
- 1 Class A Belt
- 1 ties 1 Raincoat
- 1 Pair side cutter or similar self-rescue tool
- 1 Baseball style cap 1 Dual Layer Coat 1 Winter Cap
- 1 Rechargeable flashlight-duty belt and fire helmet light
- 1 Class C polo-style shirt with department logo
- 1 Class C pant
- 1 Tourniquet with holster
- 1 pair footwear (shoes or boots)
- 3 Cotton T-shirts with department logo
- 1 Set collar brass
- 1 Name plate

#### Fire Marshal (Same as PSO II/III except add)

1 lightweight "fire safe" jacket, pants, or coverall

- hat badge
- orm shirts
- 1 Short sleeve class A uniform shirts
- 1 Class A uniform pant
- 4 Patrol long sleeve shirt
- 4 Patrol short sleeve shirt sleeve shirt
- 1 Patrol short sleeve with name and badge
- 1 Patrol long sleeve with name and badge
- 1 Patrol pants belt
- 1 Class A pants belt
- 1 Multi-purpose jacket
- 1 Uniform badge
- 1 Name plates
- 1 Set collar brass
- 1 Duty holster
- 1 Magazine case
- 1 Set handcuffs and case
- 1 ink pen clip style handcuff key
- 1 OC Spray and case
- 1 Baton and case
- 1 Wallet badge
- 1 Tourniquet with holster
- 1 Raincoat
- 1 Patrol bag
- 2 Baseball style cap
- 1 Class C polo-style shirt with department logo
- 1 Class C pant
- 1 Rechargeable flashlight-duty belt and fire helmet light
- 1 Holster for class B/C
- 1 Pair side cutter or similar self-rescue tool
- 1 Storage clip board
- 1 Winter cap
- 4 Belt loop holders
- 3 Wicking or vented shirts for wear under soft body armor
- 3 Cotton T-shirts with department logo
- 1 pair footwear (shoes or boots)
- 1 Soft body armor ballistic vest
- 1 Outer Carrier vest and 2 shells
- 1 Taser holster

# APPENDIX D <u>GRAND HAVEN</u> DRUG FREE WORKPLACE POLICY

The City of Grand Haven is committed to providing a safe work environment and to promoting and protecting health, safety and well-being of our employees. This commitment is jeopardized when any City of Grand Haven employee engages in the use, possession, sale, conveyance, distribution or manufacture of illegal drugs, intoxicants or controlled substances or abuses prescription drugs or alcohol. Substance abuse is a significant public health problem which has a detrimental effect on the business community in terms of productivity, absenteeism, accident, medical costs, theft and workers' compensation costs. Therefore, the City of Grand Haven has established the following policy:

- 1. The City of Grand Haven will institute language in all job postings signifying it is a Drug Free Workplace.
- 2. It is a violation of City policy for any employee to use, possess (except when required as part of their normal duties or responsibilities as a public safety officer), sell, convey, distribute or manufacture illegal drugs, intoxicants or controlled substances or attempt to do the same.
- 3. It is a violation of City policy for any employee to or be under the influence of alcohol at any time while on or using City property, conducting City business or otherwise representing the City.
- 4. It is a violation of the City policy for any employee to use alcohol during normal business hours or while on duty (except when required as part of their normal duties or responsibilities [such as an undercover Public Safety Officer]) and approved by the Department Director.
- 5. It is a violation of City policy for any employee to use prescription drugs illegally. However, nothing in this policy precludes the appropriate use of legally prescribed medications.
- 6. Violations of this policy are subject to disciplinary action up to and including termination of employment.
- 7. This policy will be given to all probationary employees.

#### **EMPLOYEE ASSISTANCE PROGRAM**

The City of Grand Haven recognizes that drug and alcohol abuse can be successfully treated and is committed to helping employees who suffer from these problems, while holding them responsible for their own recovery. The City of Grand Haven offers an employee assistance program (EAP) benefit for employees and their families. The EAP provides confidential assessment, referral and short-term counseling for employees and their families who need or request these services. If the EAP determines a referral to a treatment provider is necessary, the cost may be covered by the employee's medical insurance, but the employee is responsible for the costs of these services.

#### DRUG AND ALCOHOL TESTING

The purpose of drug and alcohol testing is to prevent the hiring of individuals who illegally use drugs, deter employees from abusing drugs or alcohol, and provide early identification and referral to treatment, when necessary, for employees with drug and alcohol abuse problems. The City of Grand Haven is committed to promoting and maintaining a drug free working environment for all its employees and to promoting and protecting the safety, health and well-being of its employees.

- 1. The City of Grand Haven will use the model collection and drug testing standards, issued by the Department of Health and Human Services for federal government employees.
- 2. Alcohol testing will be conducted using breath-testing instruments and approved procedures.
- 3. The following employee protections will be incorporated to ensure the accuracy and integrity of the testing program:
  - Only a Substance Abuse and Mental Health Administration will be used.
  - A strict chain-of-custody procedure will be used to ensure the integrity of each urine specimen.
  - The process will ensure individual privacy during the collection process and the confidentiality of test results.
  - All "positive" drug screens will be confirmed by a second test using a different chemical process, and only those samples which test positive on both the screen and the confirmation test will be considered a "positive".

- ♦ All confirmed "positive" test results will receive a professional medical review, which includes the opportunity for employees to explain the result.
- ♦ Employees who test "positive" for the first time for drugs and alcohol will be offered the opportunity for treatment, except where independent grounds for termination of employment exists.
- ♦ The refusal by an employee to take a drug or alcohol test is considered equivalent to a verified "positive" drug test and therefore subjects the employee to the same adverse employment actions up to and including termination of employment.

#### 4. Reason for testing:

♦ Pre-Employment/Probationary Employees. Testing is to be conducted anytime and potentially multiple times, prior to beginning employment and through the probationary period. At a minimum, testing will occur as part of the pre-employment physical and one time during the probationary period. Such testing will be scheduled by the Assistant City Manager or designee.

<u>Post-Accident</u>: When an employee is involved in a motor vehicle accident as the driver where the accident must be reported (whether on public or private property) pursuant to MSA #R28.1406, section 5.6 of the Uniform Traffic Code, the City may require that employee to submit to a drug test. When an employee is involved in a motor vehicle accident and the employer has "reasonable suspicion" that the employee may be under the influence of drugs or alcohol, the employer may require the employee to submit to a drug test.

<u>Follow-up</u>. Testing of employees who have violated the City's substance abuse policy, but were given the opportunity to keep their jobs conditioned on successful rehabilitation and no further "positive" results.

<u>Reasonable Suspicion</u>. Testing that is conducted when there is information about an employee's appearance, conduct or behavior that would cause a reasonable person to believe that the employee has used or may be impaired by drugs or alcohol.

#### 5. Test Levels.

♦ Controlled Substances. An employee will be considered to have failed (with a positive test result) an administered urine drug screen if, after confirmed analysis, test levels show a reportable presence more than the allowable cutoff levels defined in 49 CAR, Part 40, §40.29(f). The reportable presence will be for any of five controlled substances included in Schedule I or II. These scheduled are defined by §802(6) of Title 21 of the United States Code [Section 802(6) of Title 21, Food & Drugs]. The possession of any of these drugs in unlawful under Chapter 13 of that Title [§801 et seq. of Title 21]. The term illegal drug does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law. Valid prescriptions used following the physician's instructions must be recorded and treated as negative test results.

- Alcohol Use. An employee will be considered to have failed (with a test result of .04 percent or greater) an administered evidentiary blood test, administered by an approved medical facility, and at the direction of a representative of the City. To be considered a confirming evidential test, a breath alcohol technician must have first administered a breath test within the 20-minute period immediately preceding the evidential test. The preliminary test must have resulted in a reading of not less than .02 percent to warrant the evidential breath test.
- ♦ Other Alcohol Use. An employee submitting to a preliminary breath alcohol screening test with a result of .02 or higher but less than .04 percent as confirmed by an evidential breath test will be removed from duty or performance of their position for a period of not less than 24 hours or until the next regularly scheduled work day, without pay.
- ♦ Controlled Substance Levels. We will accomplish all substance testing according to the guidelines established by the U.S. Department of Health and human Services and the Department of Transportation, 49 CAR Parts 40, 382 and, where appropriate, Part 391. We are requiring testing for the five substances listed of which we consider unacceptable in our business environment.

Substance	Screening Level	Confirmatory Level	Signs and Symptoms
Amphetamines incl. Benzedrine, biphetamines, dexedrine, synatan, appetol, methedrine and desoxyn	1000 NG/ml	Amphetamine 500 NG/ml Methamphetamine 500 NG/ml	<ul> <li>Hyperactivity</li> <li>Feelings of strength</li> <li>Loss of appetite</li> <li>Irritability</li> <li>Dilated pupils</li> <li>Dizziness</li> <li>Distorted thinking</li> </ul>
Cocaine incl. Coke, free base and crack	300 NG/ml	Metabolites 150 NG/ml Benzoyl Ecgonine	<ul> <li>Momentary feelings of confidence, strength and endurance</li> <li>"Rush" of short- term pleasurable sensations</li> <li>Impaired driving ability and reactions</li> <li>Uncommon excitability or anxiety</li> <li>Dilated pupils and difficulty in focusing</li> <li>Paranoia</li> </ul>
Marijuana incl. Pot, smoke, hash, hashish oil and Tai sticks	50 NG/ml	Metabolite 15 NG/ml Benzoyl Ecgonine	· Changes in sensory perception

			fo joi · Re a c re	npaired driving ability r 4-6 hours after one int estlessness followed by dreamlike state of laxation ulling of attention
Opiates incl. Morphine, codeine, heroin, methadone, meperidine, Demerol, Darvon, Darvocet, Tylenol 3 or 4, Dilaudid, Percodan and Percocet	300 NG/ml	25 NG/ml if immunoassay for free-morphine 300 NG/ml Morphine 300 NG/ml Codeine	· Dr · Lo · Pc · De · Im	constricted pupils rooping eyelids ow raspy speech cor Coordination epressed reflexes appaired driving ability uphoria (short-lived) of pain threshold
Phencyclidine a.k.a. Angel dust, rocket fuel, Krystal joints, super Kool's, Sherms, mint weed, cluster	25 NG/ml	Metablite 25 NG/ml	<ul><li>Ex</li><li>Ha</li><li>Sc</li></ul>	npaired driving ability streme agitation allucinations shizophrenia nhanced strength

- ♦ <u>Test Use</u>. Any urine specimens collected may only be used to test for controlled substances designated or approved for testing. The accompanying Chain of Custody will reflect the nature of the test required.
  - Split Samples. The specimen collected must consist of not less than 45 milliliters of urine, 30 of which we pour into a container for initial testing. We will then put the remainder into a second container for storage. The testing laboratory will retain this sample for at least 60 days from receipt of both specimens by the lab.
  - The split sample confirms contested test results if the primary sample shows a positive test result.
  - Further, our program does not prohibit procedures incidental to an analysis of the specimen for controlled substances. The laboratories are authorized to conduct specific test to determine, in fact, the sample has been adulterated, diluted or tampered with. Such tests are approved and consist of test to determine the specific gravity or to measure the creatinine present in the sample.

- Alcoholic Beverages and Use. The use of alcoholic beverages by employees affect safe and efficient operations. No employee will use or possess alcoholic beverages during work hours. No employee will report to work while under the influence of alcoholic beverages, displaying the effects of having used alcohol, or within four (4) hours of having used alcohol. This section may be modified by specific Departmental policies.
  - An odor of alcohol on any employee's breath is reason enough for the City to believe that the employee has used and may be under the influence of alcohol. Any employee who engages in such conduct may be subject to immediate removal from their position.
  - If an employee exhibits any symptoms of alcohol use, they will be required to submit to a preliminary breath test (PBT), followed by an evidential breath test (EBT) to measure the extent and level of alcohol within an employee's system. The results of these tests shall be received by the Assistant City Manager and the Department Director.
  - If an employee on the two tests has an alcohol level of .04 percent or greater, it will be considered a positive test.
  - Refusals to submit to a required (PBT) followed by an (EBT) or any other MDOT-approved test to measure the extent and level of alcohol within a worker's body will be considered to have a positive alcohol test level greater than .04 percent.
  - Assessment refusals by an employee testing above .04 percent Breath Alcohol level (BAL) and who refuses assessment or fails to complete the treatment plan prescribed by the assessment professional will be suspended from further performing any function until he or she submits to an assessment.
  - Any employee referred to a substance abuse professional and/or employee assistance program who fails to follow any of the following requirements will be suspended from the performance of any functions as per the personnel policy. These requirements are as follows:
    - Keep the appointment.
    - Complete the prescribed treatment or rehabilitation plan.
    - Authorize the disclosure of progress reports to the City.

#### **CITY OF GRAND HAVEN**

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

**TO:** Ashley Latsch, City Manager

**FROM**: Dana Kollewehr, Assistant City Manager

Derek Lemke, Facilities and Grounds Manager

**DATE**: April 9, 2025

**SUBJECT**: Grand Haven Open Space Memorandum of Understanding



Representatives of the City of Ferrysburg and Ottawa County have approached the City of Grand Haven to consider establishing a Memorandum of Understanding (MOU) between the parties above related to the two parcels of land designated as "open space" between Ottawa Sands Park and the Kitchel Lindquist Hartger Dune Preserve owned by the City of Grand Haven.

The MOU intends to develop a cooperative management plan for the land and, until the Grand Haven City Council otherwise directs, protect its natural condition and connect the parkland system along the lakeshore to the south and north (map attached). The agreement aims to identify how to work together to develop hiking trails, provide signage, eradicate invasive species, protect the shoreline of the Grand River, and identify and apply for grant opportunities to support these types of activities. Ottawa County staff, through their Parks and Recreation Division, will take the lead on working with Grand Haven and Ferrysburg on these efforts. No direct monetary commitment from the City is being sought to support this work; however, City staff and Parks and Recreation Board time will be involved on behalf of the City of Grand Haven.

By approving this agreement, the City is not legally bound to preserve the land in perpetuity, and it does not limit the City's ability to sell the property.

The MOU is enclosed for review. The Parks and Recreation Board recommends City Council approve and sign the agreement.



#### GRAND HAVEN NORTH SHORE DUNES

#### MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the County of Ottawa, a Michigan public body corporate, acting by and through its Parks & Recreation Commission, hereinafter "OCPRC", and the City of Ferrysburg, a Michigan public body corporate, hereinafter "Ferrysburg", and the City of Grand Haven, a Michigan public body cooperate, hereinafter "Grand Haven", hereinafter collectively referred to as the Parties.

Grand Haven is the owner of two parcels of undeveloped land located between Ottawa Sands County Park, which is operated by OCPRC, and the Kitchel Lindquist Hartger Dunes Preserve, which is operated by Ferrysburg. The Grand Haven parcels are designated as Tax I.D. No. 70-03-20-100-004 and Tax I.D. No. 70-03-19-227-001 and are hereinafter referred to as "GH Open Space." This MOU is being entered into to guide Parties in the establishment of cooperative working relations to assist with the management of the GH Open Space.

In consideration of the recitals, the mutual promises and conditions stated herein, and in recognition of the reputation and of the mutual parties and their mutual desire to cooperate on mutual goals, the OCPRC, Ferrysburg, and Grand Haven agree as follows:

#### **DUTIES OF OCPRC:**

- 1) OCPRC shall coordinate the planning and the preparation of a site Master Plan for the GH Open Space to guide any trail development, including a Natural Features Inventory (NFI) and a Natural Resource Management Plan (NRMP). Such plans will be submitted to Grand Haven for review and approval.
- 2) OCPRC shall assist with the identification of funding and assist with securing funding for planning, development, management, and restoration of site, including assisting with preparation and coordination of grant applications.
- 3) OCPRC shall coordinate the preparation of plans and specifications for the construction of a trail improvement or enhancements, or related signage in the GH Open Space. Such plans will be submitted to Grand Haven for review and approval. New trail construction plans are expected to be unpaved (consistent with natural features), unobtrusive, and designed in such a manner as to allow for the development of site improvements such as stairs in steep areas or boardwalks over low lying areas.
- 4) OCPRC shall coordinate the development of an Operations and Maintenance Plan (O&M Plan) for the GH Open Space incorporating any new trails or site improvements. The O&M Plan will guide inspections, routine and preventative maintenance of the trails and site improvements. Such plans will be submitted to Grand Haven for review and approval.
- 5) OCPRC shall coordinate natural resources management of GH Open Space as defined in the NRMP including, but not limited to the coordination of restoration projects (if any), wildlife management, pest management, and invasive species management.

- 6) OCPRC shall assist with providing community engagement services for the site, including the promotion of the site to the public, program offerings related to the unique recreational and natural features.
- 7) Each calendar year during the term of this MOU, the OCPRC shall coordinate an annual meeting to review past and upcoming projects and develop an annual Schedule of Services for the GH Open Space. The Schedule of Services will define the roles and responsibilities of each party including but not limited to staff, volunteer and financial resources necessary to complete projects as well as maintain and manage the GH Open Space.

#### **DUTIES OF FERRYSBURG:**

- 8) Ferrysburg shall participate in the planning and the preparation of a site Master Plan for the GH Open Space to guide any trail development, including a natural features inventory and a Natural Resource Management Plan (NRMP).
- 9) Ferrysburg shall assist with the identification of funding and assist with securing funding for planning, development, management, and restoration of site, including assisting with preparation of grant applications.
- 10) Ferrysburg shall provide volunteers to assist with the construction of a trail improvement or enhancements, or related signage in the GH Open Space.
- 11) Ferrysburg shall assist with the development of an Operations and Maintenance Plan (O&M Plan) for the GH Open Space incorporating any new trails or site improvements.
- 12) Ferrysburg shall provide volunteers to assist with the natural resources management of GH Open Space as defined in the NRMP including, but not limited to restoration projects (if any), wildlife management, pest management, and invasive species management.
- 13) Ferrysburg shall provide volunteers to assist with providing community engagement services for the site, including the promotion of the site to the public, program offerings related to the unique recreational and natural features.
- 14) Each calendar year during the term of this MOU, Ferrysburg shall participate in an annual meeting to review past and upcoming projects and develop an annual Schedule of Services for the GH Open Space. The Schedule of Services will define the roles and responsibilities of each party including but not limited to staff, volunteer and finical resources necessary to complete projects as well as operations and maintenance of the GH Open Space.

#### **DUTIES OF GRAND HAVEN:**

- 15) Grand Haven shall designate a responsible staff representative authorized to participate in the planning and the preparation of associated plans, inventories and grants.
- 16) Grand Haven shall participate in the planning and the preparation of a site Master Plan for the GH Open Space to guide any trail development, including a Natural Features Inventory (NFI) and a Natural Resource Management Plan (NRMP). Grand Haven shall facilitate all necessary guidance and approvals in a timely manner.

- 17) Grand Haven shall assist with the identification of funding and assist with securing funding for planning, development, management, and restoration of site, including assisting with preparation of grant applications.
- 18) Grand Haven shall assist with the preparation of plans and specifications for the construction of a trail improvement or enhancements, or related signage in the GH Open Space. Grand Haven shall facilitate all necessary guidance and approvals in a timely manner.
- 19) Grand Haven shall assist with the development of an Operations and Maintenance Plan (O&M Plan) for the GH Open Space incorporating any new trails or site improvements. Grand Haven shall facilitate all necessary guidance and approvals in a timely manner.
- 20) Grand Haven shall assist with natural resources management of GH Open Space as defined in the NRMP including, but not limited to the coordination of restoration projects (if any), wildlife management, pest management, and invasive species management. Grand Haven shall facilitate all necessary guidance and approvals in a timely manner.
- 21) Grand Haven shall assist with providing community engagement services for the site, including the promotion of the site to the public, program offerings related to the unique recreational and natural features. Grand Haven shall facilitate all necessary guidance and approvals in a timely manner.
- 22) Each calendar year during the term of this MOU, the Grand Haven shall participate in an annual meeting to review past and upcoming projects and develop an annual Schedule of Services for the GH Open Space. The Schedule of Services will define the roles and responsibilities of each party including but not limited to staff, volunteer and finical resources necessary to complete projects as well as operations and maintenance of the GH Open Space.
- 23) Grand Haven shall provide reasonable access to the GH Open Space as necessary to fulfill obligations hereunder. Grand Haven shall facilitate all necessary guidance and approvals in a timely manner.

#### ALLOCATION OF RISKS AND COSTS

- 24) Responsibility for Claims. Each Party shall be responsible for any claims made against that Party by a third-party and for the acts or omissions of its employees, volunteers, officers, or officials arising under or related to this MOU.
- 25) Legal Representation. Each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any claim that may arise from the performance of this MOU.
- 26) No Right to Indemnification. No Party shall have any right under this MOU or under any other legal principle to be indemnified or reimbursed by other Parties or any of their agents regarding any claim.
- 27) Responsibility for Costs/Fines/Fees. Each Party shall be solely responsible for all costs, fines and fees associated with any acts or omissions by its employees, volunteers, officers, or officials arising under or related to this MOU.
- 28) Governmental Function/Reservation of Rights. Performance of this MOU is a governmental function. This MOU does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this MOU shall be construed as a waiver of governmental immunity.

- 29) Limitation of Liability. In no event, shall any Party be liable to another Party for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this MOU.
- 30) INSURANCE. This MOU does not require the Parties to obtain insurance to cover loss exposures associated with this MOU or the GH Open Space. Each Party is solely responsible to determine whether it will obtain insurance, and in what amounts, to cover loss exposures associated with this MOU and the GH Open Space.

#### LIMITATIONS:

The Parties shall not transfer its obligations under this MOU to other interested parties without prior written permission of the Parties.

Opportunities to participate in all activities conducted by Parties must be available without regard to race, religion, national origin, sex, or disability.

#### **NOTICES:**

If to OCPRC: Jason Shamblin, Parks Director 12220 Fillmore Street West Olive, MI 49460 (616)738-4810

If to FERRYSBURG: Craig Bessinger, City Manager 17520 Ridge Avenue PO Box 38 Ferrysburg, MI 49409

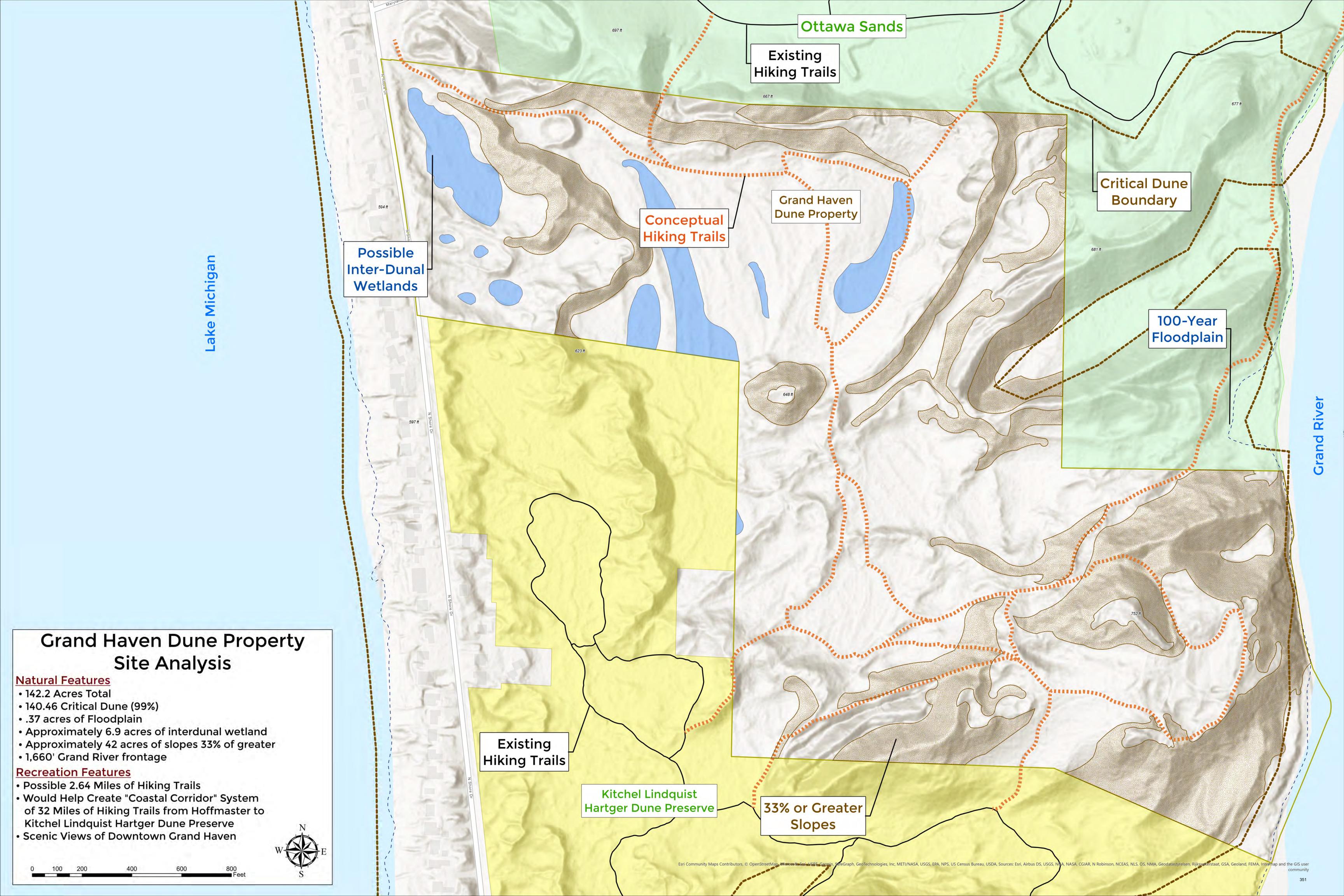
If to GRAND HAVEN: Ashley Latsch, City Manager 519 Washington Avenue Grand Haven, MI 49417

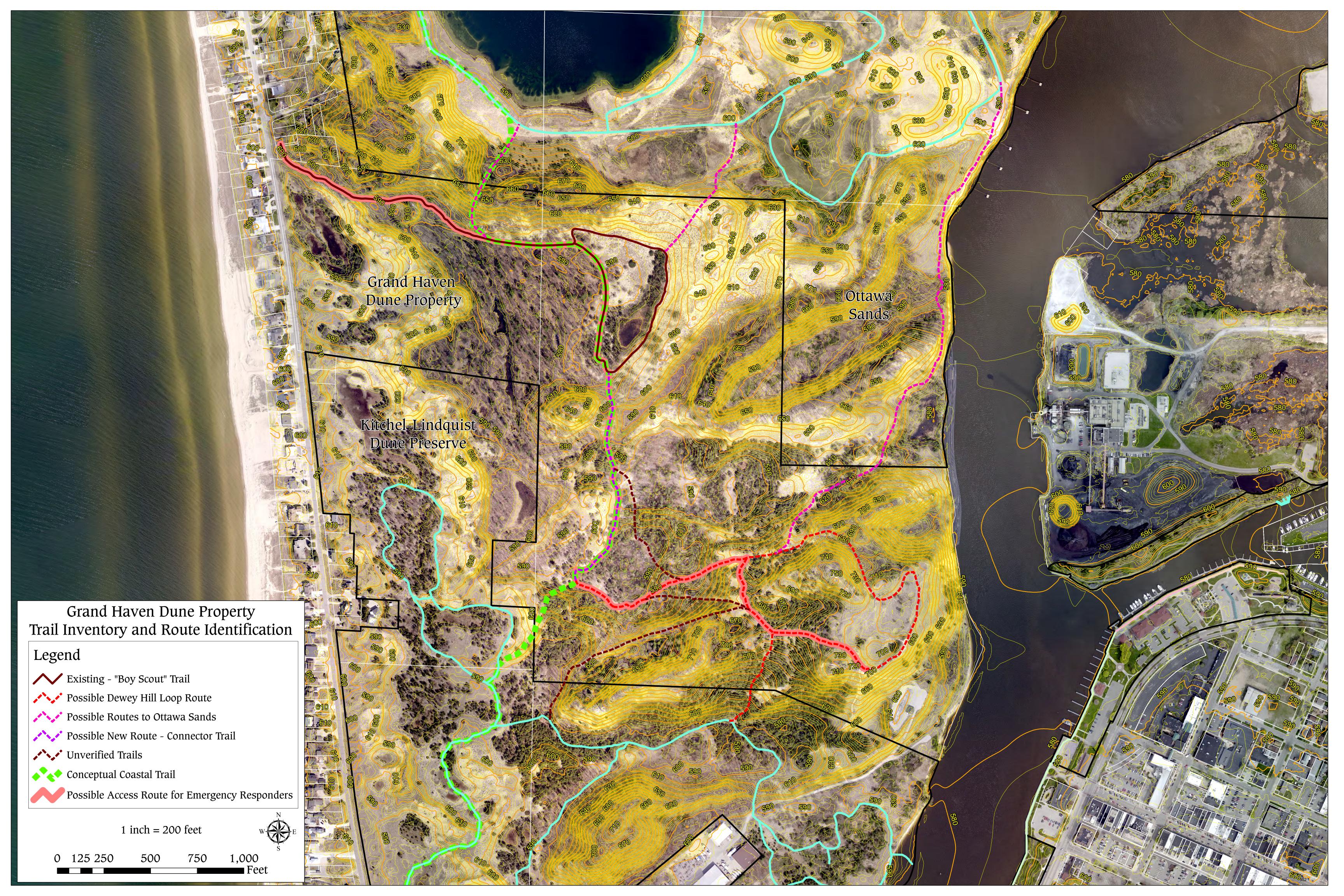
#### **TERM/TERMINATION:**

This MOU is entered into and effective this on \_\_\_\_day of \_\_\_\_\_, 202\_\_\_. This MOU shall be effective for one year from the date hereof but will automatically renew unless terminated by notice as described herein. This MOU may be terminated by either party for cause in the event that the other party remains in non-compliance with this MOU after thirty (30) days' notice of such non-compliance. Either party hereto may terminate this MOU without cause and for any reason with a minimum of ninety (90) days written notice. This MOU contains the entire MOU between the parties and may not be altered except by a written amendment executed by both parties.

IN WITNESS WHEREOF, t	of, 202	
OTTAWA COUNTY PARKS	S & RECREATION COMMISSION:	
By:	Date:	
CITY OF FERRYSBURG:		
Richard Carlson,	•	
Amber Schaner,	Date: City Clerk	
CITY OF GRAND HAVEN:		
By: Bob Monetza, M	Date:	
	Date:	
Maria Boersma,		







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



#### **MEMORANDUM**

TO: Ashley Latsch- City Manager

CC: Dana Kollewehr- Assistant City Manager

FROM: Brian Jarosz- Waterfront and Events Manager

DATE:

SUBJECT: New Event for City Council -

A Special Event Application has been submitted for City Council. Please Review.

DATES: <u>PUBLIC SPACES REQUESTED</u>

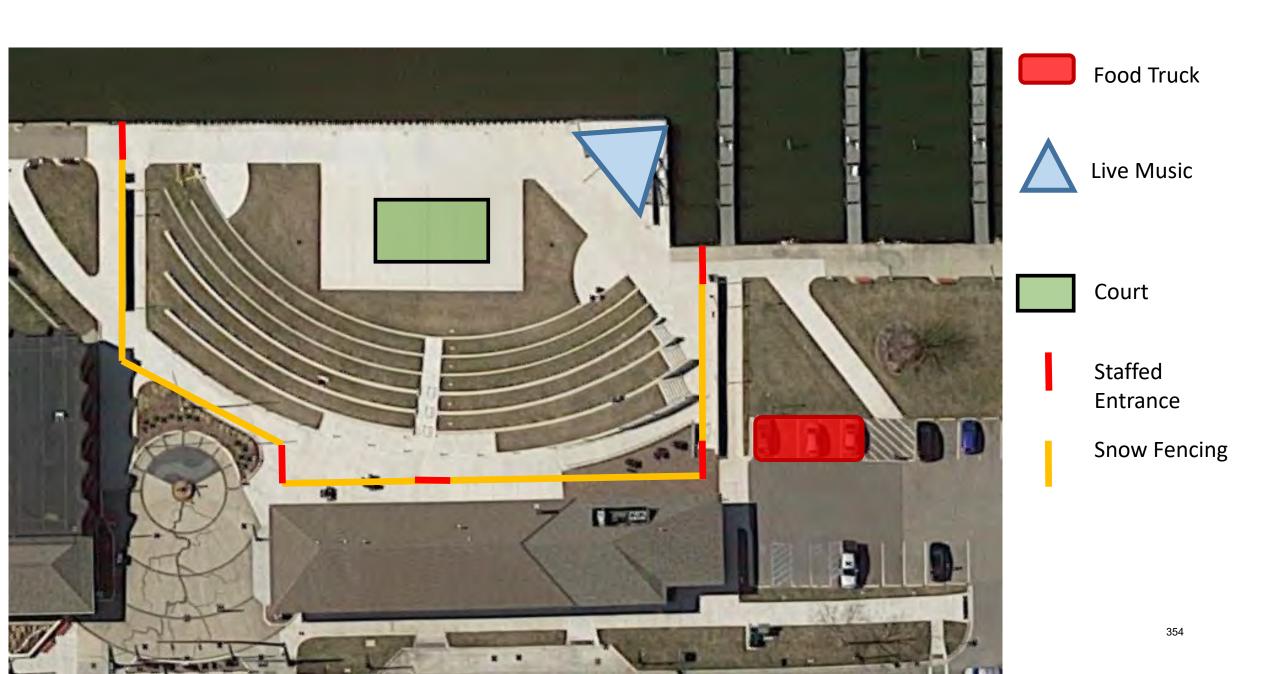
SET UP TIME:

START TIME: <u>PUBLIC SERVICES REQUESTED</u>

END TIME:

**TEAR DOWN TIME:** 

### Pickleball Club- Lynn Sherwood Stadium Event



# Attachment E

#### Grand Haven Airport Board Meeting Minutes January 28th, 2025

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, Mayor Robert Monetza, Louis Lybrook, Roland Ashby, Dana Kollewehr-

Asst. City MGR, Brian Urquhart-city planner

#### First Call to the audience

• Jennifer Bares, 14981 Briarwood Street
We have the trunk or treat and the dawn patrol approved by the city. Our current focus is on dawn patrols. We are planning these activities, including breakfast arrangements and organizing silent auction items. If you have any concerns, please contact the Grand Haven Aviation Association or me, and I will gladly assist you. We may collaborate in the future on various projects, such as the trunk or treat event around Christmas.

The next meeting is scheduled for June 7th and will start at 8:00 AM.

#### Minutes:

Acceptance of December 17th, 2024, meeting minutes.

Motion: To approve 12/17/24 minutes.

Motion by Swartout and seconded by Clapp.

Motion carried with unanimous support.

#### **New business:**

• Shape Corp. Day Care Center

Shape Corporation is currently exploring the possibility of owning and operating a large day care facility for their employees, which has evolved to include potential partnerships with the Outdoor Discovery Center South and other locations and daycares. They are still in various stages of approval for this potential project. The focus remains on balancing economic development needs with the requirements of existing businesses in the area, including the airport, and supporting these stakeholders effectively.

The Outdoor Discovery Center has applied for several permits they believed were necessary, including those from MDOT and the FAA, to pursue their project. The current concept has undergone minor modifications but has not been submitted to the Planning Commission yet.

It has been noted that building proposals do not necessarily need to include certain levels of noise abatement. The FAA highlights that noise is a significant issue when developing near airports. It is important to limit residential development around the airport to mitigate noise concerns.

Additionally, the plan sets a 1000-foot buffer, aligned with the longest intended runway length. The requirement is based on the proposed 4200 foot runway, whereas the current 3752 foot length requires a 500-foot buffer.

The center's plan includes modifications based on discussions with the fire marshal to ensure adequate access for emergency services.

#### Land Use

Each contract will be tailored to the lease terms, including hangar size and apron dimensions, which determine leased square footage. We need to establish a price per square footage, reviewed annually within the budget.

Changes to the minimum standards may be required, possibly revising the 60 by 60 standard.

Motion: To approve the draft documents for the Grand Haven Airport premises license and development agreement.

Motion by Swartout and seconded by Ennenga

Motion carried with unanimous support.

#### Say Weather System

Currently, we propose a budget of \$15,000. Our finances can accommodate this expenditure, and it is recommended to include this amount in the 2025-2026 capital budget for the purchase of a weather system.

There is a concern about Say Weather operating on the same frequency as Unicom traffic, potentially tying up the frequency for 10-15 seconds with weather updates. This minor point aside, the proposed \$15,000 expenditure covers a commercially available weather system, primarily consisting of sensors from Davis. The key component is the communication system.

Regarding the frequency, there is a need to consider whether we require an additional frequency or if we can continue using our standard 122.7 frequency. It is essential to investigate the feasibility of obtaining another frequency before deciding.

Further discussions are required to address concerns about operating on the same Unicom frequency and the calibration costs associated with barometric pressure sensors. There is a potential liability issue if incorrect barometric pressure readings are provided during aircraft landings. Alternative options, such as excluding certain features for a reduced price, should be explored.

The budget for 2025-2026 needs to be submitted to the finance department soon, hence the urgency. The capital budget period starts in mid-2025 (June-July), providing some time for further discussions and decisions.

Motion: To include \$15,000 for purchase of a weather system in the 2025-2026 capital budget Motion by Swartout, seconded by Harrell on the condition we have further discussion.

Motion carried with unanimous support.

Old	Busine	ss:
O I G	Dasilio	

(None)

#### Airport manager report:

#### <u>Projects</u>

- Hangar doors off track
- Runway 18/36 rehabilitation project, proceeding, work expected to begin this summer.
- 100LL Fuel pump is operational
- Replacement of C Row hangar.

#### Safety & Security

- No noise complaints, no wildlife reports.
- Replacement orange balls ordered by the BLP, to be installed shortly.
- 1 Notams
- Snow plowing begins at 3 am when needed, crew has radios tuned to Unicom, but cannot hear.

#### **Airport Operations & Activity**

- 105 log entries
- Fuel sales average for this time of year
- Fuel Sales were 121 Gal. 100LL, 80 Gal. Jet A
- 58 Aircraft home based on the field.
- Worked on 0 aircraft, no flight instruction
- Water pipe in the MX hangar froze and burst.
- Hangars are fully occupied
- A few more hangar door roller problems
- 39 people are on the hangar waiting list, but it is estimated 6 to 10 are ready to move in.

#### **Airport Facilities**

(n/a)

#### **Airport Liaison Report:**

Accounts receivable over 30 days, good shape.

Prein & Newhof cost \$43,500

Airport Cash balance: \$381,359.19

Receivables look good

Budget looks good. On track.

#### Second Call to audience:

Roland Ashby, 15003 River Place, Grand Haven.

You can pull weather data for your flight from platforms like Foreflight, even if it is not available. Electronic weather data is accessible through websites, though it costs around \$800 annually. However, we must use official weather information to determine landing conditions according to regulations. The option to turn off the barometer exists, and there is also a \$15,000 version that includes cloud information. I believe this will enhance safety, especially during night landings. Thank you for considering this matter.

Adjournment 6:45 pm

Motion to adjourn, Swartout, Hagenbuch

Minutes submitted by board secretary, Richard Clapp

#### **Grand Haven Airport Board Meeting Minutes February 25th, 2025**

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

Roll Call: Richard Clapp

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

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

**Guests:** Jennifer Bares, Mayor Robert Monetza, Roland Ashby

The Grand Haven Airport Board Meeting on February 25, 2025, covered various topics including the approval of previous meeting minutes, airport projects, safety and security issues, and financial updates.

#### First Call to the audience

 Jennifer Bares, 14981 Briarwood Street- We have the trunk or treat, and the dawn patrol approved by the city. Dawn Patrol will be at the airport at 9:00 AM on Saturday, June 7, 2025. Our current focus is on dawn patrols. We are planning these activities, including breakfast arrangements and organizing silent auction items. We want to get volunteers and get things going.

#### Minutes:

- Acceptance of 1/28/25 meeting minutes
- Motion by Ennenga
- Motion carried with unanimous support

#### **New Business:**

 Daycare Facility Discussion: The board discussed the construction of a daycare facility adjacent to Runway 9/27, expressing concerns about safety, future airport expansion, and potential grant impacts.

Resolution: The Grand Haven Airport board members, in a vote taken February 25, 2025, oppose the construction of a daycare facility at the airport location, a vote was taken, and the motion was carried with unanimous agreement from those present.

- Draft language into the minimum standards to support land lease contract and minimum requirements for hanger structure and apron. Send comments/input to Ben for review at next month's meeting.
- Establish standards on purchase of weather station: There was a discussion about the Say Weather System, including the possibility of excluding the barometer to save on costs and maintenance. Also discussed the disruption to aircraft communications on the common traffic advisory frequency by the Say Weather system.

#### **Old Business:**

#### Airport Manager's Report:

Airport Manager Earle Bares reported on several projects, including the rehabilitation of Runway 18/36, crack sealing, and the replacement of the C Row hangars. We have been awarded two state grants totaling \$100,000 for crack sealing and fuel pump replacement. These grants are 100% funded by the state.

## <u>Projects</u>

- Runway 18/36 rehabilitation project, proceeding, work expected to begin late this summer.
- Crack sealing, pavement and repainting, (not inclusive of runway 18/36), 41,000 feet of crack seal; 26,000 square feet of white paint, 21,000 square feet of yellow paint, and 500 square feet of black paint.
- Jet A and 100LL fuel pump replacement project: We will replace the existing pumps and install two new pump dispensers. This includes updating all system components to current codes, revising fuel pump foundations, and mountings. Additionally, we will address any filtration updates required by current standards.

#### Safety & Security

- No noise complaints, no wildlife reports.
- 6 replacement orange balls ordered by the BLP, not centered properly.
- 1 Notam

#### Airport Operations & Activity

- 74 Log Entries
- Fuel sales were better than last year, but below average for the last five to ten years
- Fuel Sales were 242 Gal. 100LL, 0 Gal. Jet A
- 58 Aircraft home based on the field.
- Worked on 0 aircraft, no flight instruction

- Hangars are fully occupied
- Runway edge lights that still have to be repaired, one REIL.
- 39 people are on the hangar waiting list, but it is estimated 6 to 10 are ready to move in.

#### **Airport Facilities**

(n/a)

#### **Airport Liaison Report:**

Accounts receivable over 30 days, good shape.

Airport Cash balance: \$405,000

#### Second Call to audience:

Roland Ashby, 15003 River Bluff Place: Observed the Say Weather system at Ottawa Executive airport. Observed that it was "nowhere near as annoying as I thought it would be." Five to six seconds of frequency usage. Unless you have a bunch of traffic going in there, it would not be an inconvenience. Another observation was regarding the proposed daycare center at Shape Corporation. A left downwind to runway 18 takes you right over the top of the proposed daycare center and would create noise.

Mayor Robert Monetza: Regarding your proposed minimum standards amendments, it is advisable to avoid specific numbers. Aim for general standards that require minimal specifics, ensuring they are sufficient without detailing exact figures.

Adjournment 7:36 pm

Motion to adjourn, Ennenga

Minutes submitted by board secretary, Richard Clapp

A regular meeting of the Grand Haven Board of Light and Power was held on Thursday, February 27, 2025, 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 Crum, Knoth, Welling, and Westbrook.

**Absent:** Director Polyak.

**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.

**25-02A** Director Welling, supported by Director Knoth, moved to excuse Director Polyak from the meeting due to personal reasons.

#### **Roll Call Vote:**

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

**25-02B** Director Welling, supported by Director Knoth, moved to approve the meeting agenda.

# **Roll Call Vote:**

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

## Pledge of Allegiance

Public Comment Period – no comments.

**25-02C** Director Welling, supported by Director Knoth, moved to approve the consent agenda. The consent agenda includes:

- Approve the minutes of the January 16, 2025 Regular Board Meeting
- Receive and File the January Financial Statements, Power Supply and Retail Sales Dashboards
- Receive and File the January Key Performance Indicator (KPI) Dashboard
- Receive and File the MPPA Energy Services Project Resource Position Report dated 01/31/2025
- Approve payment of bills in the amount of \$5,198,826.56 from the Operation & Maintenance Fund
- Approve payment of bills in the amount of \$167,728.04 from the Renewal & Replacement Fund

- Approve Purchase Order #22241-4 to the City of Grand Haven in the amount of \$21,257 for a Harbor Island 2024 Hydrogeological Monitoring Plan
- Approve Purchase Order #23312 to the Michigan Municipal Electric Association in the amount of \$24,114 for 2025 membership dues
- Approve Purchase Order #23323 to Futura in the amount of \$24,564 for the 2025 mapping software subscription
- Approve Purchase Order #23332 to Data Voice in the amount of \$34,727 for the 2025 outage management system and texting subscription

Purchase Order #22241-4 to the City of Grand Haven is the result of an audit process BLP and City staff have undertaken to review and clean up invoicing. The work associated with this purchase order has already been completed but was not invoiced to the BLP at the time. BLP and City staff are meeting once a month to keep up to date on things.

#### **Roll Call Vote:**

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

**24-02D** Director Welling, supported by Director Knoth, moved to approve the Purchase Orders. The Purchase Orders include:

- Purchase Order #23321 to the City of Grand Haven in the amount of \$35,618 for an Assessment of Corrective Measures Report
- Purchase Order #23325 to Power Line Supply in the amount of \$19,270 for fourteen aluminum street light poles
- Purchase Order #22326 to Power Line Supply in the amount of \$23,992 for #2 15kV underground wire for service to Aldi and for BLP stock
- Purchase Order #23327 to Dewitt Trenching in the amount of \$16,763 for a Hayes Street directional bore
- Purchase Order #23330 to Power Line Supply in the amount of \$374,984 for Hendrix material for capital improvement plan projects
- Purchase Order #23334 to the City of Grand Haven in the amount of \$148,671 for coal yard cleanup project management
- Purchase Order #23335 to the City of Grand Haven in the amount of \$673,269 for coal yard cleanup labor
- Purchase Order #23336 to Western Tel-Com in the amount of \$50,571 for an Aldi directional bore

Purchase Orders #23334 and #23335 to the City of Grand Haven are for HDR project management services and the labor contract for the coal yard clean up. Landfill tipping fees will be billed as they are incurred and will require Board approval.

#### **Roll Call Vote:**

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

**25-02E** The General Manager discussed the MPPA 2024 Business and Credit Risk Assessment.

MPPA conducts this assessment every year for each of its members. The BLP received an overall rating of "strong", which is the equivalent of an "A" bond rating. The areas of lower scores are items that the BLP cannot directly control such as customer demographics and concentration of revenues. If the items the BLP cannot control were removed from consideration, our score would be "very strong". This is a feedback tool to use for informational purposes only and no Board action is required.

#### No formal action taken.

**25-02F** Director Welling, supported by Director Knoth, moved to approve the MPPA Energy Hedge Plan PPC.

The General Manager referred to the Energy Resource Position report that is provided each month the Board's meeting packets. This authorization will allow MPPA to purchase power on our behalf to raise the hedge level to our targeted amount.

#### Roll Call Vote:

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

**25-02G** Director Welling, supported by Director Knoth, moved to opt-out of the Low Income Energy Assistance Fund.

A new law was passed in late 2024 which will affect the 2026 heating season. The Board must decide to opt-in to the State's assistance program or to opt-out and create an in-house program. With either option, assistance must be provided for electricity and heating. Under the new law, eligibility requirements were raised, meaning more people will be able to receive assistance. There is also the requirement that if a utility opts-out, the same amount of funds must be made available through its in-house program as the utility would have been required to contribute to the State's program.

Administratively, opting-in to the State program is the simpler option. We would collect the State determined fee per meter on monthly bills and send a check to the State. The State would manage

providing assistance from this fund. The State has set the funding rate per meter per month at \$1.25 for this year, with a long term cap of \$2.00 per meter per month.

While opting-in is the administratively simpler option, opting-out has some significant benefits. With an in-house program, funds collected from BLP customers would only be used to help other BLP customers. If the funds are not spent in the current year, they can be rolled over to help fund the next year. With an in-house program, the BLP would have to meet additional customer communications and end-of-year reporting requirements. Staff anticipates we would continue to partner with the Salvation Army to administer an in-house program. Work would need to be done in the coming months to figure out exactly how the program would be implemented.

The Board will have the opportunity to make this decision annually and can change its selection from year-to-year. With either option, staff will need to review policies regarding winter shutoffs, fees, deposits, etc. and bring them to the Board for approval.

#### **Roll Call Vote:**

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

**25-02H** Governance Training Lesson 15 "Stakeholder Engagement" Discussion.

#### No formal action taken.

**25-02I** Options for a Board self-evaluation and development plan were discussed.

Three options were discussed including conducting the process in-house or partnering with an outside consultant. After discussion, the Board's consensus was to proceed with the in-house option. The self-evaluation tool will be sent for Board members to complete in April and a retreat style meeting will be scheduled off-site in May to review the results and discuss a development plan.

#### No formal action taken.

#### Other Business

The General Manager shared the news that BLP employee Beau Ryther passed away unexpectedly last week. We are keeping his family and friends in our thoughts and prayers as they navigate this loss.

The MPPA Stakeholders Meeting will be held on May 1<sup>st</sup> in Grand Rapids. The General Manager asked any Directors interested in attending to let him know so they can be registered.

The Board's upcoming meeting schedule was reviewed:

- March's meeting will include the initial power supply budget, Pat Bowland from MPPA, and a closed session do review ongoing litigation.
- April's meeting will include the initial expense and capital improvement portions of the budget.

• At May's meeting, the Board will be asked for final budget approval.

**Public Comment Period** – no comments.

# Adjournment

At 7:00 PM by motion of Director Welling, supported by Director Knoth, the February 27, 2025 Board meeting was unanimously adjourned.

Respectfully submitted,

Domille Mouti

Danielle Martin

Secretary to the Board

DM

# Organizational Board of Review Meeting Minutes

Meeting was brought to order by the past chairman, Bob Huff at 1:00 p.m. on March 4, 2025.

Present:

Bob Huff, Chairman

Craig Zysk, Vice Chairman

Excused:

Casey Vinton, Secretary

Also Present: Carla Hill, Assessing Division Manager from the Ottawa County Equalization Department.

Location:

Grand Haven City Hall, Assessing Office.

Election of Position for 2025: Craig Z. made a motion that members would fill roles Bob Huff Chairman, Craig Zysk Vice Chair, and Casey Vinton would assume the position of Secretary. Motion seconded by Mr. Huff. Motion Carried.

The board adopted the following rules for Board of Review regular meetings:

- 1. Fifteen minute time limit per protest or parcel.
- 2. A written authorization must be presented by all representatives of the owner.
- 3. Written protests, without an actual presence at the Board of Review, are acceptable from all property owners.

Mrs. Hill presented to the Board the Assessment Roll as well as supporting documentation including a listing of sales organized by analysis neighborhood, calculations of land values and economic condition factors for all analysis areas, form L-4018 indicating assessment ratios as determined by the Equalization Department, and form L-4023 indicating that adjustments had been made by the assessor to meet legal requirements.

Discussion was held regarding the changes in value within the city, most particularly the sales and valuation of commercial and industrial. A review of the upcoming meetings of the Board was held.

No public was in attendance to call for comment.

Having no other business, Mr. Huff moved to adjourn. Motion seconded by Mr. Zysk. Motion Carried. Meeting adjourned at 1:45 pm.

Craig Zysk, Acting Secretary 3/4/2025

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# **Board of Review Minutes**

Meeting was brought to order by Chairman Huff at 9:00 a.m. on March 17, 2025.

Present:

Bob Huff, Chairman

Craig Zysk, Vice Chairman Casey Vinton, Secretary

Excused:

None

Also Present: Carla Hill, Assessing Division Manager, from the Ottawa County Equalization

Department.

Location:

Grand Haven City Hall, Council Chambers

Chairman Huff opened the meeting of the City of Grand Haven to protests of assessment. The following protests were heard.

Petition #	Parcel #	Property Address	Owner	Protest	
M 2025-001	70-03-29-484-018	547 Robbins Rd	Jacob Buehler	Assessed Value	
M 2025-002	70-03- 21-351-008	18 N 5th St	Fire Barn Investors LLC	Assessed Value	

Motion was made by Mr. Zysk, seconded by Mr. Huff, that the following action be taken on the petitions listed below. Motion carried.

Petition #	Parcel #	Owner	AV From	AV To	TV From	TVTo	
M 2025-001	70-03-29-484-018	Jacob Buehler	181,900	162,500	181,900	162,500	
M 2025-002	70-03-21-351-008	Fire Barn Investors LLC	412,700	412,700	412,700	412,700	

Meeting was recessed by Chairman Huff at 12pm until 1pm.

#### **Board of Review Minutes**

Meeting was brought to order by Chairman Huff at 1:00 p.m. on March 18, 2025.

Present:

Bob Huff, Chairman

Craig Zysk, Vice Chairman Casey Vinton, Secretary

Excused:

None

Also Present: Carla Hill, Assessing Division Manager, from the Ottawa County Equalization Department.

Location:

Grand Haven City Hall, Council Chambers

Chairman Huff opened the meeting of the City of Grand Haven to protests of assessment. The following protests were heard.

Petition #	Parcel #	Property Address	Owner	Protest
M 2025-003	70-03-20-413-003	12 Washington #3	Come Strong LLC	Assessed Value
M 2025-004	70-03-20-398-040	415 Sand Dr	Edward Zyniewicz	Assessed Value
M 2025-005	70-03-29-206-014	709 Lake Ave	Chad Fisk	Taxable Additions
M 2025-006	70-03-21-210-001	Grand River Vacant	Gall Ringelberg Trust	Assessed Value
M 2025-007	70-03-19-426-036	19873 North Shore Dr	Michael Koenes Trust	Assessed Value
M 2025-008	70-03-27-106-009	1601 Colfax Ave	Michele Bruck	Assessed Value
M 2025-009	70-03-28-353-008	839 Robbins Rd	John Steber	AV / TV
M 2025-010	70-03-21-305-017	624 Madison Ave	Paul Fitzgerald	Assessed Value
M 2025-011	70-03-29-111-022	810 S Harbor Dr #22	Barbara Lovinger	+ 10 - 6 + 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
M 2025-012	70-03-28-177-013	704 S Despelder	Derek Mardi Noorman	Assessed Value AV/TV

Motion was made by Mr. Zysk, seconded by Mr. Huff, that the following action be taken on the petitions listed below. Motion carried.

Petition#	Parcel #	Owner	AV From	AV To	TV From	TV To
M 2025-003	70-03-20-413-003	Come Strong LLC	182,900			
M 2025-004		Edward Zyniewicz	302,000		2.61	
M 2025-005	70-03-29-206-014		322,800			
M 2025-006	70-03-21-210-001	Gail Ringelberg Trust	4,300		170-180	(1.5)
M 2025-007	70-03-19-426-036	Michael Koenes Trust	Para and a second		1,156,300	The last of the la
M 2025-008	70-03-27-106-009	Michele Bruck	180,100	177,000	180,100	177,000
M 2025-009	70-03-28-353-008	Don't contend to the	763,806		27797 412 271 19	763,806
M 2025-010	70-03-21-305-017		280,000	250,000	A	248,694
M 2025-011	70-03-29-111-022		518,400	400,000	294,685	294,685
M 2025-012	70-03-28-177-013	Derek Mardi Noorman	235,900	198,500	235,900	198,500

Meeting was recessed at 1pm until 6pm.

# **Board of Review Minutes**

Chairman Huff called the meeting to order at 1 p.m. and opened the meeting to the property owners of the City of Grand Haven to hear protests of assessment.

Petition #	Parcel #	Property Address	Owner	Protest	
No appeals/petitions were heard in person or submitted in writing.					

Motion was made by Mr. Huff, seconded by Mr. Vinton, that the following action be taken on the petitions listed below. Motion carried.

Petition #	Parcel #	Owner	AV From	AV To	TV From	TV To
No appeals/petitions						
were heard in person						
or submitted in						
writing						

Meeting was recessed at 4 p.m. until March 18, 2025 at 1;00 p.m.

Casey Vinton, Secretary

#### Board of Review Minutes

Meeting was brought to order by Chairman Huff at 9:00 a.m. on March 19, 2025.

Present:

Bob Huff, Chairman

Craig Zysk, Vice Chairman Casey Vinton, Secretary

Excused:

None

Also Present: Carla Hill, Assessing Division Manager, from the Ottawa County Equalization

Department.

Location:

Grand Haven City Hall, Council Chambers

Chairman Huff opened the meeting of the City of Grand Haven to protests of assessment. The following protests were heard.

Petition #	Parcel#	Property Ac	idress Owner	Protest
M 2025-017	70-03-20-444-026	300 Washington Ave S1	James Stone	Taxable Value
M 2025-018	70-03-20-444-027	300 Washington Ave S2		Taxable Value
M 2025-019	70-03-20-444-028	300 Washington Ave S3		Taxable Value
M 2025-020	70-03-20-444-030	300 Washington Ave S5		Taxable Value
M 2025-021	70-03-20-444-031	300 Washington Ave S6	10 (0.0) 1 (1.0)	Taxable Value
M 2025-022	70-03-20-444-032	300 Washington Ave S7		Taxable Value
M 2025-023	70-03-20-444-033		Dan Robinson	Taxable Value
M 2025-024	70-03-21-479-008	1428 Columbus Ave	Kreg Podein	Poverty Exemption
M 2025-025	70-03-27-126-052	301 Friant St	Lisa Grimm	Poverty Exemption
M 2025-026	70-50-58-391-200	1600 S Beacon	Forefront Dermatolog	
M 2025-027	70-50-58-158-500	PO Box 857	Dykstra Landscape M	
M 2025-028	70-03-20-443-004	315 Franklin Ave	Jeff Baxter	AV/TV
M 2025-029	70-03-20-443-005	317 Franklin Ave	Judith Sterne	AV/TV
M 2025-030	70-03-20-444-029	300 Washington Ave S4	54.41	Taxable Value
M 2025-031	70-03-20-444-012	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-032	70-03-20-444-013	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-033	70-03-20-444-014	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-034	70-03-20-444-015	300 Washington Ave	300 Washington LLC	Αν/τν
M 2025-035	70-03-20-444-042	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-036		300 Washington Ave	300 Washington LLC	AV/TV
M 2025-037	70-03-20-444-044	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-038	70-03-20-444-045	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-039		300 Washington Ave	300 Washington LLC	ΑV/TV
M 2025-040	70-03-20-444-047	300 Washington Ave	300 Washington LLC	AV/TV

**Board of Review Minutes** 

Petition #	Parcel #	Property Address	Owner	Protest
M 2025-041	70-03-20-444-034	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-042	70-03-20-444-035	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-043	70-03-20-444-036	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-044	70-03-20-444-037	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-045	70-03-20-444-038	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-046	70-03-20-444-039	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-047	70-03-20-444-040	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-048	70-03-20-444-048	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-049	70-03-20-444-049	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-050	70-03-20-444-050	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-051	70-03-20-444-051	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-052	70-03-20-444-052	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-053	70-03-20-444-053	300 Washington Ave	300 Washington LLC	AV/TV
M 2025-054	70-03-20-444-054	300 Washington Ave	300 Washington LLC	ΑV/TV
M 2025-055	70-03-20-444-055	300 Washington Ave	300 Washington ЦС	AV/TV
M 2025-056	70-03-20-444-011	300 Washington Ave	300 Washington LLC	:AV/TV
M 2025-057	70-03-20-444-041	300 Washington Ave	300 Washington LLC	AV/TV

Motion was made by Mr. Zysk, seconded by Mr. Huff, that the following action be taken on the petitions listed below. Motion carried.

Petition#	Parcel#	Owner	AV From	AV To	TV From	TVTo
M 2025-017	70-03-20-444-026	James Stone	3,700	3,700	3,031	3,700
M 2025-018	70-03-20-444-027	Joseph Michels	3,700	3,700	3,012	3,700
M 2025-019	70-03-20-444-028	Patrick Wittkipp	3,700	3,700	3,012	3,700
M 2025-020	70-03-20-444-030	Darcy Draft	3,700	3,700	3,012	3,700
M 2025-021	70-03-20-444-031	Dave Davis	3,700	3,700	3,012	3,700
M 2025-022	70-03-20-444-032	Jeffery Young	3,700	3,700	3,012	3,700
M 2025-023	70-03-20-444-033	Dan Robinson	3,700	3,700	3,027	3,700
M 2025-024	70-03-21-479-008	Kreg Podein	72,800	0	36,494	0
M 2025-025	70-03-27-126-052	Lisa Grimm	157,700	0	76,856	O
M 2025-026	70-50-58-391-200	Forefront Dermatology	67,500	60,700	67,500	60,700
M 2025-027	70-50-58-158-500	Dykstra Landscape Mgmt	252,900	201,400	252,900	201,400
M 2025-028	70-03-20-443-004	Jeff Baxter	390,300	380,100	390,300	380,100
M 2025-029	70-03-20-443-005	Judith Sterne	327,100	379,800	327,100	379,800
M 2025-030	70-03-20-444-029	Irene Cochran	3,700	3,700	3,012	3,700

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# CITY OF GRAND HAVEN

# Board of Review Minutes

Petition#	Parcel#	Owner	AV From	AV To	TV From	TV To
M 2025-031	70-03-20-444-012	300 Washington LLC	16,200	16,200	12,443	12,443
M 2025-032	70-03-20-444-013	300 Washington LLC	16,200	16,200	12,443	12,443
M 2025-033	70-03-20-444-014	300 Washington LLC	16,200	16,200	12,443	12,443
M 2025-034	70-03-20-444-015	300 Washington LLC	16,200	16,200	12,443	12,443
M 2025-035	70-03-20-444-042	300 Washington LLC	210,200	210,200	210,200	210,200
M 2025-036	70-03-20-444-043	300 Washington LLC	227,100	227,100	227,100	227,100
M 2025-037	70-03-20-444-044	300 Washington LLC	210,200	210,200	210,200	210,200
M 2025-038	70-03-20-444-045	300 Washington LLC	223,800	223,800	223,800	223,800
M 2025-039	70-03-20-444-046	300 Washington LLC	219,000	219,000	219,000	219,000
M 2025-040	70-03-20-444-047	300 Washington LLC	233,100	233,100	233,100	233,100
M 2025-041	70-03-20-444-034	300 Washington LLC	3,700	3,700	2,922	2,922
M 2025-042	70-03-20-444-035	300 Washington LLC	3,700	3,700	2,912	2,912
M 2025-043	70-03-20-444-036	300 Washington LLC	3,700	3,700	2,908	2,908
M 2025-044	70-03-20-444-037	300 Washington LLC	3,700	3,700	2,912	2,912
M 2025-045	70-03-20-444-038	300 Washington LLC	3,700	3,700	2,908	2,908
M 2025-046	70-03-20-444-039	300 Washington LLC	3,700	3,700	2,912	2,912
M 2025-047	70-03-20-444-040	300 Washington LLC	3,700	3,700	2,912	2,912
M 2025-048	70-03-20-444-048	300 Washington LLC	1,500	1,500	1,500	1,500
M 2025-049	70-03-20-444-049	300 Washington LLC	1,500	1,500	1,500	1,500
M 2025-050	70-03-20-444-050	300 Washington LLC	1,500	1,500	1,500	1,500
M 2025-051	70-03-20-444-051	300 Washington LLC	1,500	1,500	1,500	1,500
M 2025-052	70-03-20-444-052	300 Washington LLC	1,500	1,500	1,500	1,500
M 2025-053	70-03-20-444-053	300 Washington LLC	1,500	1,500	1,500	1,500
M 2025-054	70-03-20-444-054	300 Washington LLC	1,500	1,500	1,500	1,500
M 2025-055	70-03-20-444-055	300 Washington LLC	1,500	1,500	1,500	1,500
M 2025-056	70-03-20-444-011	300 Washington LLC	423,600	294,397	259,168	179,950
M 2025-057	70-03-20-444-041	300 Washington LLC	205,300	205,300	205,300	205,300

Meeting adjourned at 11:30am 3/19/25.

Casey Vinton, Secretary

**Board of Review Minutes** 

Chairman Huff called the meeting to order at 6 p.m. and opened the meeting to the property owners of the City of Grand Haven to hear protests of assessment.

Petition #	Parcel#	Property Address	Owner	Protest	
M 2025-013	70-03-21-309-011	609 Fulton Ave	Sarah Michmerhuizen	Assessed Value	7
M 2025-014	70-03-21-306-003	300 N 7th St	Peter Wilson	AV/TV	
M 2025-015	70-03-29-231-009	536 Grant	Peter Wilson	AV/TV	
M 2025-016	70-03-29-317-012	29 Honeymoon Hl	Matthew Phares	Assessed Value	

Motion was made by Mr. Huff, seconded by Mr. Vinton, that the following action be taken on the petitions listed below. Motion carried.

Petition#	Parcel #	Owner	AV From	AV To	TV From	TVTo
M 2025-013	70-03-21-309-011	Sarah Michmerhuizen	173,000	173,000	173,000	173,000
M 2025-014	70-03-21-306-003	Peter Wilson	313,600	313,600	305,515	305,515
M 2025-015	70-03-29-231-009	Peter Wilson	373,300	373,300	338,153	338,153
M 2025-016	70-03-29-317-012	Matthew Phares	/19,300	525,000	719,300	525,000

Meeting was recessed at 9 p.m. until March 19, 2025 at 9;00a.m.

Casey Vinton, Secretary

# Board of Directors - Grand Haven Main Street Meeting Thursday, January 9, 2025 Grand Haven City Hall - Council Chambers

- 1. Meeting Called to order: 7:31am
- 2. Recording Secretary: Laura Girard
- 3. Members Present: Joyce Workman, Todd Anthes, Chris Weavers, Laura Girard, Robert Monetza, Todd Hancock, Kelly Larson, Lynn Negan, John Steinbach, Director Chandi Pape

Member Absent: Melita Ewbank

- 4. Review of Mission and Vision statement both read by Kelly
- 5. Review and Approve the Consent Agenda Motion by Kelly, 2nd by Robert. All All members present approve
- 6. Call to the audience: Michael Cansfield from the Momentum Center is here incase there are any questions for their Match on Main proposal. John Groothuis of Capstone wanted to present more information on 710 Columbus Center project. John Groothuis, 710 Columbus. Centertown Overlay. He wanted to make the board aware of the project, Capstone has already met with center town merchants. He brought maps of the project of 13 units above a parking garage. These would have short term rentals. This is not a item on the agenda. John just wanted to make the board aware of the project. Kelly asked to put this on next months agenda to discuss and vote.
- 7. Consent Agenda: Motion by Kelly, and 2nd by Chris all members present approve
- 8. Treasurer report: Chris asked Chandi to review. The tote bags invoices came through. Everything is looking good for fiscal year financials ending 12/31/24. Motion to approve Laura, and 2nd John all members approve
- 9. New Business: approve executive Slate for 2025 Motion by Chris, 2nd by John Joyce Workman, chair

Laura Girard, vice chair

Chris Weavers, Treasurer

Kelly Larson, Secretary

Todd Anthes. Past Chair

Members vote yes: Joyce, Todd Anthes, Chris, Robert, Todd Hancock, Kelly, John Member vote no: Lynn

- 10. Committee updates:
  - a. Preservation & Place:
    - Approve Mattson's Landscaping flower Bid and to amend the soil for 2025. Discussion about using the same flowers again, with the price of flowers increasing. The bid is early this year in order to secure the flowers for the season. We can revisit flower choice if grant money is secured. Motion by John 2nd by Todd Anthes. All members voted ves. motion carries
  - b. Organization: Accreditation Evaluation & Summery review 7 points in packet. Kelly Larson leaves at: 8:29am
  - c. Recruitment & Retention: Match on Main applicants: These where reviewed by R & R After discussion Motion to forward Lakeside Eats and Fortino's applicants Motion by Todd Anthes, 2nd by Robert, all present votes yes.
  - d. Promotions: Wine about Winter is next week, we are running ads. Third Coast Author & Book Festival update
    - Chris Weavers leaves at 8:48am

11. Directors report: Transformation Strategy Topics12. Chair report: Game13. Adjourn: 8:57am

#### **MINUTES**

Board of Directors - Grand Haven Main Street

Thursday, February 13, 2025 - Time 7:30 am

Grand Haven City Hall - Council Chambers

IN ATTENDANCE: Laura Girard, Lynn Negen, Bob Monetza, Roger Bergman, Melita Ewink, Brant Raterink, Todd Anthes, Chris Weavers, Kelly Larson, John Steinbach

ABSENT: Joyce Workman

Guest: David TenCate, Mike Dora, Mike Weavers

- Call Meeting to Order 732AM
- 2. Review of Mission & Vision
- 3. Review and Approve of the Consent and Regular Agenda, motion by Bob, second by Todd, motion carried.
- 4. Call to Audience/Public Comments no comment
- 5. Consent Agenda
- a. Approve Minutes from January 9, 2025 Board Meeting
- b. Accept Executive Committee minutes from December
- c. Accept Promotions, Preservation & Place, Organization, and Recruitment & Retention meeting minutes from November.

Motion by Bob, seconded by Kelly, motion carried.

- 6. Treasurer's Report expenses from Wine about Winter, question about Tribune expenses and Centertown is reimbursing DDA for an ad.
- a. Approve current fiscal year financials ending 1/31/25
- b. Review/Discuss 2024/25 Fiscal Budget for approval in March committees just got budget last night and will need to bring next month so can go to the city.

Chris motions to approve, Bob seconded. Motion carried.

- 7. New Business
- a. Approve to recommend Certified Local Government Chandi has been researching this designation by the state and the National Park Service. If you have a historic district and an ordinance, you can apply, and it allows you access to training and grants. The historic commission is on board. Brian has sent the ordinance in and it

needs to be tweaked but otherwise it looks like this will be a great fit for our community and we are looking for approval from the full board.

and an ordinance, you can apply and it allows you access to training and grants. The historic commission is on board. Brian has sent the ordinance in and it needs to be tweaked but otherwise it looks like this will be a great fit for our community and we are looking for approval from the full board.

Motion by Kelly to recommend to City Council, seconded by Chris. Motion carried.

b. Approve to recommend Centertown Overlay Short Term Rental – Centertown Overlay was expanded this week to add 700 Washington. There has been a request that the overlap allow short-term rentals. Many of the business owners in Centertown have signed a petition that they support it, and it was discussed at the Centertown meeting. It seems to be an area of a small residential units and this would help developers in that area. Short term rental is a unit that turns over three times a year, less than thirty days per use, and generally are allowed in certain areas of town. It's a commercial use of a residential building. It will help add a significant improvement to the area.

Todd makes a motion to approve the short-term rental in the Centertown Overlay district, motion carried by roll call. John abstains.

- c. Welcome New Board members Roger is filling the role of downtown resident and a long-term supporter of Grand Haven and his term lasts until June. Brant comes from P&P. Brant and John's terms end in 2028.
- 8. Committee Updates
- a. Preservation & Place

Vibrancy & Placemaking Grant Applications – will apply for grants the first of March to add more seating downtown, bike repair stations, and signage.

## b. Organization

Chandi presented the marketing report and would like to add budget to help stretch her dollars. Main Street 101 & Office Hours are every other month.

#### c. Recruitment & Retention

Future Prep'd students are working on vacant spaces downtown and have met with many people and are working on solutions. They will be presenting to City Hall on March 3. ESTA update – Chamber is putting on seminars as this is a hot topic and changing every day. Chandi also sent notes from the Economic Forecast from Dr. Isley.

#### d. Promotions

Wine About Winter raised over \$17,000. The 3rd Coast Author & Book Fest is 5 weeks

away and need to push Gala sales but over 150 authors are signed up. The plan is for authors to be scattered throughout the district signing autographs and talking to fans, and then a gala from 7-10pm at Central Park Place where you can mingle with all the authors. There will be a silent auction, food and drink for \$50. Tote Club Days start this Saturday. 30+ stores downtown and centertown will be offering specials for this new quarterly event.

# 9. Director's Report

Board Discussion: Transformation Strategy Topics and Strategic Priorities – We are having a two-day session in March led by our Main Street Contact. There are many meetings that you can attend. We are looking forward to developing priorities to focus on over the next few years. Please share the invitations that you have been sent. Please read the summary to prepare for the visit.

### 10. Chair's Report

As Joyce is absent, no report.

# 11. Call to Audience/Public Comment

Mike Dora from the Planning Commission and reported that the city has 372 registered short term rentals in 300 separate facilities.

Mike Weavers also commented on short-term rentals and warned us to be careful about changing long term rentals into short term ones.

John motioned to end the meeting; Chris seconded. Motion carried at 8:28am.



# CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN

# MINUTES FOR MUSICAL FOUNTAIN COMMITTEE MEETING

## CENTRAL PARK PLACE 421 COLUMBUS AVE

## WEDNESDAY, December 11, 2024 6:00 PM

Committee members unable to attend are requested to contact Brian Jarosz, City Liaison, at bjarosz@grandhaven.org or 616-847-3493

## 1. MEETING CALLED TO ORDER at 6:20pm.

#### 2. ROLL CALL

Present

Jerry Troke

Sarah Kalio

Barndon Nearanz

Dennis Nivison

Jane Riddle (delayed arrival due to weather)

Bard Boyink

Brian Jarosz (City Liaison)

• Absent

Nicki Bonzyk

Ivy DeWitt

#### 3. APPROVAL OF AGENDA

Motion to approve – Sarah Second – Brandon Passes unanimously

#### 4. CALL TO AUDIENCE

At this time, members of the audience may address Committee on any item, whether on the agenda or not. Those addressing Committee are asked to provide their name and address and will be limited to three minutes of speaking time. Committee will hear all comments for future consideration but will not have a response at this time.

# 5. APPROVAL OF MINUTES OF MEETING OF NOVEMBER 13, 2024

Motion to approve – Sarah Second – Brandon Passes unanimously

#### 6. NEW BUSINESS

#### A. MAINTENANCE ITEMS

• No new items to discuss – will resume work on the hill in March 2025

#### **B. TASK FORCE ITEMS**

• Next Volunteer Day will be April 26 – rain date of May 10 (dates shown on agenda were in error).

#### C. PRODUCTION ITEMS

- Next Choreographer Training will start January 8, 2025, for four Wednesdays
  - Publicity efforts should begin immediately
- Established a Slack instance for Choreographer communication and collaboration
- Approval of new songs for Choreographers see attached song list for specifics
  - New Wave Show Additions

Motion to approve – Brandon

Second - Sarah

After discussion, entire list approved unanimously.

Ladies Night Additions

Motion to approve – Sarah

Second – Brandon

After discussion, Please Please Please removed by consensus, then remaining list approved unanimously.

Wicked!

Motion to approve – Sarah

Second – Dennis

After discussion, list approved unanimously. Choreography Leaders to edit individual songs for continuity and length as per standard practice with lengthy stage or movie soundtracks.

Yacht Rock List

Motion to approve – Dennis

Second – Brandon

After discussion, entire list approved unanimously. If Producer intends to use the list as a Show, consensus is that it would be a very slow show.

Ten Songs Just Because

Motion to approve – Brandon

Second – Dennis

After discussion, A Bar Song (Tipsy) and I Had Some Help removed by consensus, then remaining list approved unanimously.

■ The Classics

Motion to approve – Sarah

Second - Jane

After limited discussion, entire list approved unanimously. Choreography Leaders to edit individual songs for continuity and length as per standard practice with lengthy tracks.

#### D. MARKETING ITEMS

• Fundraising activities ideas – please bring all ideas to March meeting for discussion and possible implementation

#### E. FINANCE ITEMS

• No changes since last meeting

# 7. CHAIRMAN'S REPORT

- No new items to discuss
- 8. OTHER NEW BUSINESS none
- 9. NEXT MEETING DATE March 12, 2025
- 10. ADJOURNMENT at 7:30 pm

#### 1. New New Wave Options

Song	Artist	Lyrics	Notes
If You Leave	Orchestral Manoeuvres in the Dark	Lyrics	Can add to our Brat Pack Night
Here Comes The Rain Again	The Eurythmics	Lyrics	
It's My Life	Talk Talk	Lyrics	
You Spin Me Round (Like A Record)	Dead Or Alive	Lyrics	
Our House	Madness	Lyrics	
Whip It	Devo	Lyrics	
Stand	R.E.M.	Lyrics	
Only You	Yazoo	Lyrics	
Safety Dance	Men Without Hats	Lyrics	
Shake It Up	The Cars	Lyrics	
Pride (In The Name Of Love)	U2	Lyrics	This may have previously been in our U2 Show
Things Can Only Get Better	Howard Jones	Lyrics	
Down Under	Men At Work	Lyrics	

#### 2. Ladies Night Additions

Our Lips are Sealed	The Go-Gos	Lyrics	Also for our 80s Show
Cruel Summer	Bananarama	Lyrics	Also for our 80s Show
If I Could Turn Back Time	Cher	Lyrics	Also for our 80s Show
Wrecking Ball	Miley Cyrus	Lyrics	
Girl On Fire	Alicia Keys	Lyrics	
Baby Baby	Amy Grant	Lyrics	
Single Ladies	Beyonce	Lyrics	Dance Night?!
Baby One More Time	Britney Spears	Lyrics	
Please Please Please	Sabrina Carpenter	Lyrics	Radio Edit

#### 3. Wicked!

The Wizard and I What Is This Feeling Popular Dancing Through Life	Original Broadway Cast	Lyrics Lyrics Lyrics	If approved, all need to be reviewed for opportunities to shorten them down, but I'll leave that recommendation to those that know how to best edit music.
I'm Not That Girl One Short Day		Lyrics Lyrics	I am open to discussion on including the new movie versions here and there into
For Good		Lyrics	the mix. I started with the original
Thank Goodness		Lyrics	Broadway performances.
Defying Gravity	Already in Production		

#### 4. Yacht Rock List

Reelin' In The Years	Steely Dan	Lyrics	
Sailing	Christopher Cross	Lyrics	
Hold The Line	Toto	Lyrics	
Heart To Heart	Kenny Loggins	Lyrics	
Baby Come Back	Player	Lyrics	
She's Gone	Hall and Oats	Lyrics	
Summer Breeze	Seals and Croft	Lyrics	
If You Leave Me Now	Chicago	Lyrics	

#### 5. <u>Ten Songs Just Because</u>

New Sensation	INXS	Lyrics	
Best Song Ever	One Direction	Lyrics	
Sharp Dressed Man	ZZ Top	Lyrics	
Shivers	Ed Sheeran	Lyrics	
Purple Haze	Jimi Hendrix	Lyrics	
YMCA	Village People	Lyrics	
(Don't you want) "Somebody to Love"	Jefferson Airplane	Lyrics	
A Bar Song (Tipsy)	Shaboozey	Lyrics	Radio Edit, we would edit out the last line. This was one of the top songs of 2024 and would get the younger crowd excited. I know it's a drinking song but so is our Jimmy Buffett show.
l Had Some Help	Post Malone	Lyrics	Radio Edit, I believe the lyrics are not the radio edit but the spotify song is. This was one of the top songs of 2024 and would get the younger crowd excited.
School's Out	Alice Cooper	Lyrics	

#### 6. The Classics

		1	
Jupiter  Dance Of The Sugar Plum Fairy  Eine kleine Nachtmusik in G Major, K. 525: I. Allegro  Assassin's Creed IV Black Flag Main Theme  Roundtable Rival  Fur Elise  Toccata and Fugue in D minor  Symphony No. 5 In C Minor Part 1  Carmen: Habanera  Blue Danube  In The Hall Of The Mountain King  The Marriage of Figaro  William Tell Overture  The Nutcracker Suite Op. 71	Gustav Holst Lindsey Stirling Mozart Brian Tyler Lindsey Stirling Beethoven Bach Beethoven Georges Bilzet Waltz Thunderclash Mozart Rossinin Stokowski	No lyrics! Just enjoy some music :)	Many will need to be cut down to highlight a specific movement within the piece.
Dance of the Reed Flute	Stokowski	]	
The Nutcracker Suite OP 71A Russian Dance	Stokowski		
Also sprach Zarathustra, Op. 30: I. Prelude.			Was used as the original
Sonnenaufgang	Richard Strauss		opening for the fountain

# CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN

#### **Parks and Recreation Board**

# Meeting Minutes February 5, 2025

The Parks and Recreation Board meeting was called to order on February 5, 2025at 6:00 pm at City Hall, city managers conference room.

**Roll Call:** Bruce Baker - Chair

Jim DeVries Tami Harvey Lynn Groothuis

**Approval of Minutes** from the December 4, 2025 meeting:

A motion was made by DeVries and seconded by Groothuis to approve the P&R Board Meeting Minutes from December 4, 2025. **Motion was approved 4-0.** 

#### **Call to Audience**

Kurt Terhaar from Ottawa county parks spoke to conservation and recreation of the parcel adjuning Lingquit dune preserve, and to the importance of the memorandum of understanding between the City of Grand Haven, Ferrysburg and Ottawa County Parks.

Gary Post spoke on behalf of the Kitchel Linquist Dune Preserve on the importance of the memorandum of Understanding, in rerlation to the parcel that is adjascent to KLDP.

#### **New Business**

25-01 The Board is being asked to review and consider recommending City Council approve a Memorandum of Understanding (MOU) between Ottawa County Parks, the City of Ferrysburg and the City of Grand Haven for management of the city-owned open space between Ottawa Sands and Kitchel Lindquist Dune Preserve

**Notes:** Council is expecting this to come before them at the second January meeting.

A motion was made by Harvey and seconded by DeVries to approve thememorandum of understanding between Ottawa County parks, the City of Ferrysburg and the City of Grand Havenfor the management of the city owned open space between Ottawa sands and KLDP. **Motion was approved 4-0** 

#### 25-02 Special Event - Grand Haven Pride Festival

Request Made by: John Siemion

**Type of Event:** Festival

Location: Lynn Sherwood Stadium
Date(s) of Event: 6/14/2025
Time Frame: 8am-8 pm
Attendee Count: 1000

Notes:

A motion was made by Harvey and seconded by Groothuis to approve the Grand Haven Pride Festival, held at Lynn Sherwood Stadium, June 14, 2025 from 8:00 am until 8:00 pm. **Motion was approved 4-0** 

## 25-03 Special Event - Carter Wedding

Request Made by: Miranda Carter Type of Event: Wedding Ceremony Location: Grand Haven City Beach Date(s) of Event: 04/27/2025

Time Frame: 1pm-4pm
Attendee Count: 80

Notes:

A motion was made by DeVries and seconded by Harvey to approve the Carter wedding, held at City Beach, April 27, 2025 from 1:00 pm until 4:00 pm. **Motion was approved 4-0** 

#### 25-04 Special Event - Christ is King Festival

Request Made by: Adam Reece

**Type of Event:** Festival

**Location:** Lynn Sherwood Stadium/ Chinook

**Date(s) of Event:** 08/23/2025

Time Frame: 8am-8pm Attendee Count: 1000

Notes:

A motion was made by Harvey and seconded by DeVries to approve the Christ is King Festival, held at Lynn Sherwopod Stadium, August 23, 2025 from 8:00 am until 8:00 pm. **Motion was approved 4-0** 

#### 25-05 Special Event - Pattison Wedding

Request Made by: Mary Pattison

Type of Event: Wedding Ceremony

Location: Beach adjacent to Notos

Date(s) of Event: 09/13/2025

Time Frame: 4pm-6pm Attendee Count: 45

Notes:

A motion was made by Harvey and seconded by Groothuis to approve the Pattison wedding, held at City Beach, September 13,2025 from 4:00 pm until 6:00 pm. **Motion was approved 4-0** 

#### 25-06 Special Event - Belgiorno Wedding

Request Made by: My Barefoot Wedding

Type of Event: Wedding Ceremony Location: Grand Haven City Beach Date(s) of Event: 06/22/2025

Time Frame: 5pm-7pm
Attendee Count: 50

Notes:

A motion was made by DeVries and seconded by Harvey to approve the Belgiorno wedding, held at City Beach, June 22,2025 from 5:00 pm until 7:00 pm. **Motion was approved 4-0** 

#### 25-07 Special Event - Lukens- Brinkman Wedding

Request Made by: My Barefoot Wedding

Type of Event: Wedding Ceremony Location: Grand Haven City Beach Date(s) of Event: 09/13/2025
Time Frame: 4pm-5:30pm

**Attendee Count:** 50

Notes:

A motion was made by Groothuis and seconded by DeVries to approve the Lukens-Brinkman wedding, held at City Beach, September 13,2025 from 5:00 pm until 7:30 pm. **Motion was approved 4-0** 

# 25-08 Special Event - Sam and Alex's Wedding

Request Made by: Samantha Hair Type of Event: Wedding Ceremony Location: Beach south of Notos Date(s) of Event: 09/6/2025 Time Frame: 3pm-5:30pm

**Attendee Count: 140** 

Notes:

A motion was made by Harvey and seconded by Groothuis to approve the Sam and Alex wedding, held at City Beach, September 6,2025 from 3:00 pm until 5:30 pm. **Motion was approved 4-0** 

# **General Business**

# <u>Adjournment</u>

The Parks and Rec Board meeting was adjurned at 6:23 pm.

## Sustainability and Energy Commission (SEC) Meeting Minutes

Date: January 9, 2025

**Time:** 6:03 PM

Acting Secretary: Brittany Goode (substituting for Patti)

#### 1. Call to Order

• Meeting called to order by Dan Small at 6:03 PM.

#### 2. Roll Call

Present: Jean, Jim, Nancy, Jim, Andrei, John, Pam, Dan, Eric

Absent: Ryan, Patti

Guest: Sara Cooper (Sustainability Advisor for Muskegon County)

Representative: Jan O'Connell (Sierra Club)

# 3. Guest Presentation: Sara Cooper – Sustainability in Muskegon County

- Overview of her role and current projects:
  - Newly created position for sustainability.
  - Advisory board formation in progress.
  - Muskegon County Commissioners passed a resolution to establish the commission.
  - o Position is initially part-time, funded by multiple municipalities.
  - Role split 50/50 between sustainability and community outreach.
  - o EGLE and MSU Extension are involved.
  - Collaboration with all municipalities within the county.
  - o City of Muskegon Climate Action Plan (developed by Foresight).
  - Commission will have seven total positions.
  - Working toward a county-wide sustainability plan.

#### 4. Approval of Previous Meeting Minutes (December 2024)

• Approved. John Kinch abstained.

# 5. Project Updates & Discussions

#### A. Forest Management (Jean Madden)

- GVSU student project provided a summary but did not fully address fundraising aspects.
- Identified potential grant opportunities.

- Forest Management Meetings to begin next month.
- Follow-up on Trail System Grant application.

#### **B.** Deer Count Update

- Need to conduct a second deer count.
- Drone flyover optimization—cold weather provides better visuals.
- DNR to visit a City Council work session.
- The initial count recorded 158 deer.

## C. SEC Communication System

- Discussion on improving communication for SEC projects.
- Jean Madden volunteered to take the lead on organizing communication efforts.
- Planning strategies for next year, including the formation of a subcommittee.

#### D. Community Energy Plan (CEP) Updates

- Finalizing documents.
- Ferrysburg Planning Commission ready to approve.
- Grand Haven Township and City of Grand Haven also prepared for approval.
- Preference toward adopting the "Best" option for sustainability strategies.
- Emphasis on capacity building:
  - Establishing a grant writing team.
  - Identifying regional funding opportunities.
  - Considering the creation of an Energy Coordinator role.
- Acknowledgment: Thanks to Nancy O'Neill for her proofreading and editing of the CEP document.
- Garry Post provided updates on Ferrysburg's progress toward solar energy.
- Suggested reviewing zoning ordinances to ensure compatibility across communities.

#### 6. Strategic Planning Session (6:32 PM)

- City of Grand Haven Department Heads: Proposal to meet with them individually to align projects.
  - o Eric Law supports the idea but suggests a gradual approach.

#### • Ordinance Review:

- Team to systematically review ordinances and identify key opportunities.
- Jim Hagen has started preliminary ordinance reviews.
- Identify model ordinances for reference (e.g., Kinch).
- Develop a formal report for the City Manager.

#### Additional Topics for Review:

- Building codes.
- Meeting with Ann Arbor and other municipalities.
- o Reviewing Michigan Healthy Climate Plan.
- Achieving Michigan Green Communities (MGC) Platinum Status.
- Establishing a list of sustainability objectives, including preservation and Harbor Island initiatives.

# 7. Sidebar Discussion with Sara Cooper

- Public Act 233 Renewable Energy Act
- EGLE Renewable Energy Academy (online workshops available).
- Zoning Ordinances & Renewable Energy Regulations

#### 8. Additional Items Discussed

- Waste Management Plan Development
- Native Plant Landscaping Ordinances
- MGC Action Items:
  - o Brittany Goode to meet with Brian Urquhart
  - Action items to be distributed to the group.
  - Simplify messaging for clarity.

#### • Planning Commission & Master Plan:

- o Identify high-priority issues.
- Assess potential impacts and implementation timelines.
- Develop a resolution for the City Manager and City Council.

## 9. Action Items & Next Steps

#### • Ordinance Review Homework:

- Identify key ordinances to focus on before the next meeting.
- Bring forward insights and suggestions for strategic direction.

#### • Energy Consumption Analysis:

- Nancy to discuss key questions with John.
- Identify "low-hanging fruit" for efficiency improvements.
- Determine the highest-impact sustainability measures.

# • Michigan Green Communities (MGC):

- o Review Platinum-level requirements.
- Send findings to Nancy.
- Follow-up with Franklin Energy regarding ongoing projects.

#### • Jan O'Connell's Perspective:

• Emphasized the importance of working locally under the current administration.

# 10. Adjournment

• Meeting adjourned at 7:53 PM.

Prepared by: Brittany Goode

Next Meeting: February 13th, 2025

# Sustainability & Energy Commission Minutes 2/13/25

A regular meeting of the Sustainability & Energy Commission (SEC) was called to order by Dan Small at 6:05 on Thursday, February 13, 2025, in the Council Chambers of Grand Haven City Hall.

Present: Pamela Blough, Ryan Cotton, Jean Madden, Patti Nelsen, Nancy O'Neill, Dan Small

Absent: Brittany Goode, James Hagen, John Kinch, Jim Mathews, Andrei Skelly Also present: Eric Law (Administrative Liaison)

- 1. Call to audience. No audience members
- 2. Previous Meeting Minutes tabled till next month.

# **AGENDA**

- 1. Forest Management update. Madden reports that the target date for a Council Work Session is March 3 at 7:00 PM.
- 2. Energy Task Force update. No update other than waiting for confirmation of a date for the Community Energy Plan to present to City Council and answer questions.
- 3. Strategic Planning Session. Mission / Vision / Goals, Review Jean Madden Comments have been made in the document by Nelsen and O'Neill. Other SEC members discussed the document. The next step is prioritization of our long list of potential goals. Prioritization of the goals will be broken down into sections to make the task more manageable.
- 4. Planning Tools Discussion. Law reports that Hagen has suggested using EverMap software for the review of Ordinance documents. Law will look into it further. For now, Law is using the "One Drive" platform for SEC documents, where he's uploaded searchable PDFs of the Grand Haven ordinances. Microsoft-driven tools (including Microsoft Word) are familiar to SEC members, so they may be an easier path forward for reviewing and commenting on potential ordinance updates.
- 5. Discussion about co-chair and secretary position has been tabled until next month.

Other Business: Discussion about water capacity in the area and how the water bill could provide more information to help customers. In the future, Grand Haven will need a larger plant. Currently they are working on a feasibility study.

Final Call to Audience: No public comments.

Adjourn: Small made a motion to adjourn at 7:16 PM. Madden supported. Unanimous approval.