



**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
AGENDA FOR
REGULAR CITY COUNCIL MEETING
GRAND HAVEN CITY HALL*
COUNCIL CHAMBERS
519 WASHINGTON AVE
MONDAY, MARCH 18, 2024
7:30 PM**

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. INVOCATION

A. Pastor Nathan Strom, Grand Haven Church of God

4. PLEDGE OF ALLEGIANCE

5. REAPPOINTMENTS TO BOARDS & COMMISSIONS

6. NEW APPOINTMENTS TO BOARDS & COMMISSIONS

7. APPROVAL OF CONSENT AND REGULAR AGENDAS

8. CALL TO AUDIENCE – ONE OF TWO OPPORTUNITIES

At this time, members of the audience may address Council on any item, whether on the agenda or not. Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time. Those not physically present who would like to call in may dial 616-935-3285.

9. CONTINUATION OF SPECIAL WORK SESSION (IF NECESSARY)

10. CONSENT AGENDA

ATTACHMENT A

A. Approve Council Regular Meeting minutes of February 19, 2024.

B. Approve the bill's memo in the amount of \$2,259,071.11.

C. Approve a special event request to allow Grand Haven Jeep Fest to sell and serve alcohol on the sport court surface at the Lynne Sherwood Waterfront Stadium during the Jeep Fest Event, from 11:00 am until 4:00 pm on Saturday, May 18, 2024.

- D. Approve a special event request to hold Amazing Race: Race for Change on Sunday, May 19, 2024, at the Lynne Sherwood Waterfront Stadium, Central Park, and Chinook Pier Park from 10:00 am until 6:00 pm.
- E. Consideration by City Council of a resolution to approve a special event request to hold Kenzie's Be Cafe Putt Putt Golf Outing on Thursday, May 23, 2024, at the Mini Golf Course from 1:00 pm until 5:00 pm, including use of parking spaces and grass space adjacent to the golf course, and allow the sale and service of alcohol during event hours.
- F. Approve the low bid contract with, Fish GH LLC., in the amount of \$4,500.00 for an open charter boat slip at Chinook Pier.
- G. Approve the low bid contract with Clifford Buck Construction of Muskegon, in the amount of, \$123,390.00 for the repairs to the exterior of the Depot and authorize the Mayor and Clerk to execute the necessary documents.
- H. Approve the Decertification of Power Plant Road on the City of Grand Haven's Act 51 mapping system.
- I. Approve the Decertification of 4th Street from Monroe Avenue to Adams Avenue on the City of Grand Haven's Act 51 mapping system.

11. NEW BUSINESS

ATTACHMENT B

- A. Consideration by City Council of a resolution to approve the Access Agreement with the Michigan Department of Environment, Great Lakes and Energy for sampling on Harbor Island and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

- B. Consideration by City Council of a resolution to place a question on the August 6, 2024, Primary Election ballot for the Tri-Cities Historical Museum's Milage Renewal and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

- C. Consideration by City Council of a resolution to reschedule the April 8, 2024, City Council meeting to April 15th, 2024.

12. CORRESPONDENCE & BOARD MEETING MINUTES

ATTACHMENT C

- A. Airport Minutes of January 23, 2024
- B. Board of Light and Power Meeting Minutes of January 25, 2024
- C. Economic Development Corporation Brownfield Redevelopment Authority Meeting Minutes of January 8, 2024
- D. Human Relation Meeting Minutes of January 25, 2024
- E. Parks and Recreation Meeting Minutes of December 6, 2023 and January 3, 2024
- F. Planning Commission Meeting Minutes of January 9, 2024

13. REPORT BY CITY COUNCIL

- A. BLP Snowmelt Resolution

14. REPORT BY CITY MANAGER

15. CALL TO AUDIENCE–SECOND OPPORTUNITY

At this time, members of the audience may address Council on any item, whether on the agenda or not. Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time. Those not physically present who would like to call in may dial 616-935-3285.

16. ADJOURNMENT

Attachment A

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
MONDAY, FEBRUARY 19, 2024**

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

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

Absent: None.

Others Present: City Manager Ashley Latsch, City Clerk Maria Boersma, Assistant City Manager Tim Price, Finance Director Emily Greene.

INVOCATION/PLEDGE OF ALLEGIANCE

Reverend Art Van Wolde, First CRC of Grand Haven

APPOINTMENTS TO BOARDS & COMMISSIONS

24-031 Council Member **Fritz** moved, seconded by Council Member **McLaughlin** to appoint the following:

Melita Ewbank, to the MSDDA, term ending June 30, 2027

Mark Verstraete, to the Audit Review Committee, term ending June 30, 2026

Larry Schutt, to the EDC/BRA, term ending March 31, 2029

Brad Boyink, to the Musical Fountain Committee as an Ex-Officio member, term ending June 30, 2028

Dan Borchers, to the Planning Commission, term ending June 30, 2025

Roll Call Vote:

This motion carried unanimously.

APPROVAL OF CONSENT AND REGULAR AGENDAS

24-032 Council Member **McLaughlin** moved, seconded by Council Member **Lowe** to move Item C of the Consent Agenda to New Business C, and approve the agendas as amended.

Roll Call Vote:

This motion carried unanimously.

FIRST CALL TO AUDIENCE

Barb Rowe, 215 S 4th St: Commented on closure of the first block of Washington for three years at a time.

Mike Weavers, 637 Lake: Commented on the proposed FY 24/25 fee schedule and rental fees.

Doug Vance, Grand Haven Township: Commented on the closure of the first block of Washington.

Jim Hagen, 400 Lake: Commented on the closure of the first block of Washington for three years at a time.

Joyce Workman, Chairperson of the MSDDA: Commented on the closure of the first block of Washington.

CONSENT AGENDA

24-033 Approve Council Regular Meeting minutes of February 5, 2024.

24-034 Approve the bills memo in the amount of \$1,716,937.88. **Attachment A**

24-035 Approve the 2024-2025 City Council Strategic Objectives. **Attachment B**

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

Roll Call Vote:

This motion carried unanimously.

NEW BUSINESS.

24-036 Council Member **McLaughlin** moved, seconded by Council Member **Lowe** to approve a resolution to close the First Block of Washington from Harbor to First Street for use as a Social District common area and enhancement from 2024 to 2026, with an annual evaluation, provided the fire lanes are recognized and adjustments are made for special events as directed by the Department of Public Safety.

Roll Call Vote:

This motion carried unanimously.

Mayor Pro-tem **Cummins** moved, seconded by Council Member **Lowe**, to approve a resolution to place a question on the August 6, 2024, Primary Election ballot for senior services, as requested by Four Points Center for Successful Aging.

24-037 Mayor Pro-tem **Cummins** moved, seconded by Council Member **Lowe**, to amend the ballot wording based on changes suggested by Attorney Bultje, and to correct the rollback amount.

Roll Call Vote:

This motion carried unanimously.

24-038 Mayor Pro-tem Cummins moved, seconded by Council Member Lowe, to approve a resolution to place a question on the August 6, 2024, Primary Election ballot for senior services, as requested by Four Points Center for Successful Aging as amended.

Roll Call Vote:

This motion carried unanimously.

24-039 Council Member **Fritz** moved, seconded by Council Member **McLaughlin** to approve a license agreement between the City of Grand Haven and the Surf Shop Grand Haven for use of the kiosk located at the Grand Haven City Beach with a term ending September 30, 2027 and to remove the word lease from the contract.

Roll Call Vote:

This motion carried unanimously.

REPORT BY CITY COUNCIL

Mayor Monetza announced an open position on the Northwest Ottawa County Recreation Authority Board.

CITY MANAGER REPORT

City Manager Latsch announced the retirement of Mary Angel. Mary Angel's retirement party will be held on Thursday, February 22, from 3:00 p.m. – 5:00 p.m.

CALL TO AUDIENCE SECOND OPPORTUNITY

Jim Hagen, 400 Lake: Commented on the definition of compatible and incompatible offices.

Doug Vance, Grand Haven Township: Commented on downtown parking.

Mike Weavers, 637 Lake: Commented on the FY 24/25 proposed fee schedule, first block closure and snowmelt.

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 8:54 p.m.

Robert Monetza, Mayor

Maria Boersma, City Clerk

Regular City Council Meeting Minutes
Monday, February 19, 2024
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Attachment A

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

02.19.24


NEW FUND NUMBER	FUND NAME	WARRANT 02.07.24	ACH WARRANT 02.07.24	WARRANT 02.14.24	ACH WARRANT 02.14.24	CREDIT CARD WARRANT 02.13.24	TOTALS
101	General Fund	\$47,041.89	\$0.00	\$42,229.74	\$29,079.44	\$11,273.16	\$129,624.23
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$24.28	\$0.00	\$37,306.11	\$29,386.32	\$0.00	\$66,716.71
203	Local Street Fund	\$24.28	\$0.00	\$16,829.66	\$1,113.82	\$0.00	\$17,967.76
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$729.75	\$0.00	\$729.75
243	BRA Peerless Flats EGLE Loan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St. Dist. Dev	\$40.42	\$0.00	\$875.61	\$0.00	\$1,677.83	\$2,593.86
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$3,543.17	\$0.00	\$0.00	\$0.00	\$0.00	\$3,543.17
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$276.00	\$276.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth. Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$723,531.50	\$0.00	\$0.00	\$723,531.50
373	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$9,823.62	\$0.00	\$0.00	\$3,459.95	\$189.90	\$13,473.47
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$39,193.00	\$0.00	\$0.00	\$0.00	\$39,193.00
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$1,791.28	\$1,791.28
509	Sewer Authority Operations	\$4,522.22	\$0.00	\$176,043.95	\$4,667.00	\$2,318.00	\$187,551.17
509	Sewer Authority SL Force Mn.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$5,609.85	\$0.00	\$7,260.51	\$1,574.29	\$0.00	\$14,444.65
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$48.77	\$0.00	\$1,044.50	\$0.00	\$0.00	\$1,093.27
590	City Sewer Fund	\$382.15	\$0.00	\$20,674.65	\$6,221.78	\$79.50	\$27,358.08
591	City Water Fund	\$5,814.58	\$0.00	\$121,745.31	\$19,798.53	\$79.50	\$147,437.92
594	City Marina Fund	\$215.23	\$0.00	\$522.25	\$0.00	\$0.00	\$737.48
597	City Boat Launch Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$26,835.66	\$0.00	\$1,783.16	\$29,023.04	\$209.74	\$57,851.60
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$125,852.66	\$0.00	\$0.00	\$125,852.66
679	Health Benefit Fund	\$0.00	\$0.00	\$6,356.46	\$0.00	\$0.00	\$6,356.46
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$0.00	\$0.00	\$138,696.57	\$10,117.29	\$0.00	\$148,813.86
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$103,926.12	\$39,193.00	\$1,420,752.64	\$135,171.21	\$17,894.91	\$1,716,937.88

\$1,716,937.88 Total Approved Bills

\$281,022.98 Minus eligible bills for release without prior approval: including Utility,






\$1,435,914.90 Retirement, Insurance, Health Benefit, and Tax Collection Funds

Attachment B



City Council

2024-2025 Strategic Priorities

	Excellence in Government	<input type="checkbox"/> Diversify revenue sources <ul style="list-style-type: none"> evaluate fees; ensuring they cover administrative costs consider sale of excess city property evaluate and implement paid parking along the waterfront 	<input type="checkbox"/> Develop an overarching IT Strategy (3-5 years) for City operations <input type="checkbox"/> Make overpayments towards the MERS pension liability; balancing overpayments with operating needs <input type="checkbox"/> Review and expand upon infrastructure inventory and project prioritization	<input type="checkbox"/> Maintain service level; reviewing personnel needs, training and equipment as the budget permits <input type="checkbox"/> Establish regular joint meetings with the Board of Light and Power
	Environmental Stewardship	<input type="checkbox"/> Continue to support, and fund, land-use planning, community outreach and resolution for remediation alternatives on Harbor Island	<input type="checkbox"/> Support funding of Forest Management Plan, including prioritization treating tree diseases that threaten our urban forest	<input type="checkbox"/> Complete collaborative Community Energy Plan and implement recommendations
	Community Livability	<input type="checkbox"/> Continue to promote transportation options, by supporting regionalization of public transit	<input type="checkbox"/> Enhance the vibrancy of the Beechtree Corridor <input type="checkbox"/> Strengthen the Historic District Ordinance	<input type="checkbox"/> Establish a long term agreement with the DDA on the closing of the first block of Washington; while working with stakeholders to improve the attractiveness of the downtown and the social district
	Economic Development & Affordability	<input type="checkbox"/> Identify a development partner for Chinook Pier and begin redevelopment <input type="checkbox"/> Adopt Economic Incentive Policy	<input type="checkbox"/> Review policies, ordinances and zoning to identify ways to incentivize development of existing vacant lots and redevelopment of obsolete or deficient structures, further incentivizing attainable housing developments.	<input type="checkbox"/> Improve outreach to commercial and industrial partners, navigating concerns surrounding employment, city services, and any other perceived obstacles
	Recreation, Culture & Learning	<input type="checkbox"/> Gather outside funding support for boardwalk needs <input type="checkbox"/> Maintain parks at current standard	<input type="checkbox"/> Fund Linear Park improvements	
	Health & Safety for All	<input type="checkbox"/> Plan and provide for a stable, high-quality, sustainable water supply that meets or exceeds public health standards and supports a healthy and safe community	<input type="checkbox"/> Continue to provide training, equipment and technology to support a high-caliber, cross-trained (police, fire, EMS) Department of Public Safety force	<input type="checkbox"/> Continue to creatively educate the public, and actively promote and market emergency preparation plans, response plans and recovery plans for potential hazards (floods, loss of power, etc.) across departments and throughout the community
	Engaged, Informed & Connected Community	<input type="checkbox"/> Leverage council meetings, website, and social media to promote volunteerism for open volunteer positions	<input type="checkbox"/> Direct each board/commission to review and update their on-boarding materials/process for new commission members and solicit input to address known barriers to volunteerism	<input type="checkbox"/> Improve public communication in regard to board or commission vacancies, as well as offering response to those who have applied

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

03.18.24

NEW FUND NUMBER	FUND NAME	WARRANT 03.06.24	WARRANT 03.13.24	ACH WARRANT 03.13.24	CREDIT CARD WARRANT 03.12.24	VOIDS	TOTALS
101	General Fund	\$72,014.84	\$35,983.43	\$18,055.79	\$10,255.86	\$0.00	\$136,309.92
151	Cemetery Fund	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120.00
202	Major Street Fund	\$8,282.83	\$19,395.91	\$37,214.57	\$404.50	\$0.00	\$65,297.81
203	Local Street Fund	\$1,783.95	\$10,879.38	\$3,396.41	\$404.49	\$0.00	\$16,464.23
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRF TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$2,845.00	\$0.00	\$0.00	\$2,845.00
243	BRA Peerless Flats EGLE Loan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev	\$476.61	\$0.00	\$0.00	\$529.61	\$0.00	\$1,006.22
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$0.00	\$379,500.00	\$0.00	\$0.00	\$379,500.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$390,000.00	\$0.00	\$0.00	\$390,000.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$59,486.77	\$0.00	\$0.00	\$59,486.77
394	Downtown TIF Debt	\$0.00	\$0.00	\$312,191.15	\$0.00	\$0.00	\$312,191.15
401	Public Improvements Fund	\$0.00	\$0.00	\$887.99	\$0.00	\$0.00	\$887.99
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$0.00	\$7,389.75	\$0.00	\$0.00	\$7,389.75
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$1,733.68	\$0.00	\$1,733.68
509	Sewer Authority Operations	\$221.17	\$5.18	\$808.43	\$51.99	\$0.00	\$1,086.77
509	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$568,980.74	\$8,045.99	\$6,091.99	\$430.38	\$0.00	\$583,549.10
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$1,004.46	\$110.91	\$0.00	\$0.00	\$0.00	\$1,115.37
590	City Sewer Fund	\$136,216.29	\$3,097.15	\$11,998.15	\$25.87	\$0.00	\$151,337.46
591	City Water Fund	\$8,651.87	\$44,752.13	\$33,722.17	\$882.05	-\$2,186.00	\$90,194.22
594	City Marina Fund	\$3,415.22	\$7,721.65	\$0.00	\$222.00	\$0.00	\$11,358.87
597	City Boat Launch Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$4,157.69	\$3,313.69	\$29,583.05	\$573.25	\$0.00	\$37,627.68
677	Self Insurance Fund	\$0.00	\$12,465.93	\$0.00	\$0.00	\$0.00	\$12,465.93
678	OPEB/Retiree Benefits Fund	\$0.00	\$691.16	\$0.00	\$0.00	\$0.00	\$691.16
679	Health Benefit Fund	\$743.80	\$0.00	\$0.00	\$0.00	\$0.00	\$743.80
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$40.23	\$0.00	\$0.00	\$0.00	\$0.00	\$40.23
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$806,109.70	\$146,462.51	\$1,293,171.22	\$15,513.68	-\$2,186.00	\$2,259,071.11

\$2,259,071.11 Total Approved Bills
 \$13,941.12 Minus eligible bills for release without prior approval: including Utility,
 \$2,245,129.99 Retirement, Insurance, Health Benefit, and Tax Collection Funds

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



MEMORANDUM

TO: Ashley Latsch, City Manager

CC: Derek Gajdos, Director of Public Works

FROM: Dana Kollewehr, Special Events and Project Manager *DK*

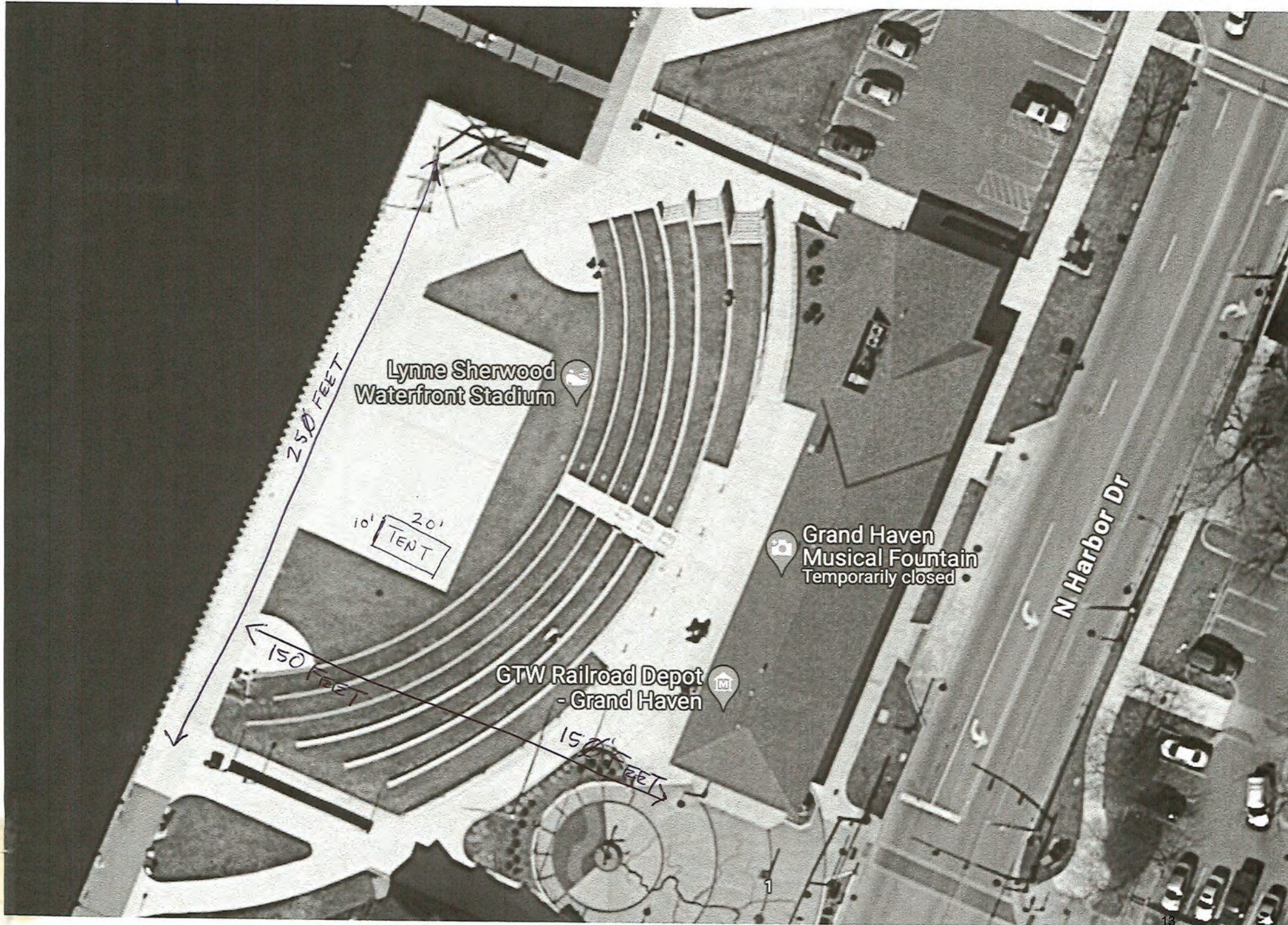
DATE: March 14, 2024

SUBJECT: Grand Haven Jeep Fest – Amended Request

City Council approved the Grand Haven Jeep Fest to take place on Saturday, May 18, 2024, from 11:00 am until 4:00 pm in downtown Grand Haven and Lynne Sherwood Waterfront Stadium. Following approval of the event, the event organizer continued to work on event activities within the event space and would like to add a small area within Lynne Sherwood Waterfront Stadium for an event sponsor to serve alcohol. The proposed service area will only be on the concrete court surface, underneath a 10'X20' fenced-in tent. The event organizer will be responsible for acquiring the necessary license and all set-up, tear-down, and clean-up of the event space.

All events proposing to serve alcohol on City property must have the City Council's approval; therefore, the amended special event request is on the agenda for Council's consideration. The Parks and Recreation Board has reviewed the request and recommends approval.

Jeep Fest



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



MEMORANDUM

TO: Ashley Latsch, City Manager

CC: Derek Gajdos, Director of Public Works

FROM: Dana Kollewehr, Special Events and Project Manager *DK*

DATE: October 5, 2023

SUBJECT: Grand Haven Jeep Fest (Recurring with changes)

The Grand Haven Jeep Fest organizers have submitted a special event application to hold their annual event on Saturday, May 18, 2023, in downtown Grand Haven from 9:00 a.m. - 4:00 p.m. Similar to other car shows, vehicles will begin arriving at 7:00 a.m. While this is a recurring event, the organizers request a few changes due to the event's growing popularity. Organizers filled the event space in 2023 and expect more Jeep participation in 2024.

The requested changes to the event are as follows:

- Time change from 10:00 a.m.-3:00 p.m. to 9:00 a.m. to 4:00 p.m.
- Use of Lynne Sherwood Waterfront Stadium for on-stage announcements and sponsor area.
- Use of the southern end of the Marina Parking Lot for 3-4 food trucks. Previously, two food trucks were set up on Washington Avenue. In 2024, they would be moved to the Marina Parking Lot. Generators will supply power.
- Use of a portion of the Harborfront parking lot. This is the same footprint as the Coast Guard Festival Car Show.
- Closure of Washington up to 4th Street instead of 3rd Street (adding another block). This arrangement mirrors the Coast Guard Festival Car Show.

Jeep Fest is a non-profit organization that hosts a one-day, Jeep-only vehicle show featuring Jeep-related vendors and displays. Jeep Fest partners with the Grand Haven Rotary Club to raise funds for a local non-profit within the community by selling raffle tickets to win a new Jeep. Last year, the event raised funds for Ferry Elementary School's sensory playground equipment. This year's fundraising partnership has not been announced.

The event will occur primarily along Washington Avenue between Harbor and Fourth Street. The Jeeps will also extend onto the south side of 1st, 2nd, and 3rd streets, with vendors and their pop-up tents interspersed in this area. Jeeps will also be displayed in the first two sections of the Harborfront parking lot. A map is enclosed of the general layout. Additionally, Jeep Fest

plans to have up to four food trucks in the Marina Parking Lot and is committed to working with local food vendors, although the vendors are not yet confirmed.

Jeep Fest will also amplify sound at the Waterfront Stadium to announce the raffle winner and other event announcements. Although they will not be breaking the sound ordinance, a sound waiver is being requested due to the proximity to downtown residents.

The event will occur the same weekend as the Grand Haven Kite Festival, the same as in 2023. Although it was a busy weekend, there were no known issues with the two events occurring simultaneously.

The Parks and Recreation Board reviewed and recommended approval at their October 4, 2023 meeting. The Grand Haven Main Street DDA Board will also review the event request at their October 10, 2023, Board meeting.

Event Set Up Time: 7:00 a.m. – 9:00 a.m.

Event Time: 9:00 a.m. – 4:00 p.m.

Event Clean Up Time: 4:00 p.m – 5:00 p.m.

Public Services Requested

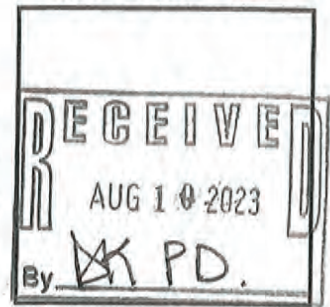
- Use of Washington Avenue, portions of 1st, 2nd and 3rd Streets
- Amplified sound ordinance waiver
- Electricity
- Banner placement
- Trash boxes/liners
- Sound system
- Barricades for street and parking closure
- Food truck inspection(s) as needed



CITY OF GRAND HAVEN

2023 RECURRING SPECIAL EVENT APPLICATION

OFFICE USE ONLY



A special event application is required for any public event held on City property. The application and fee **must** be submitted to the City of Grand Haven Special Events and Project Manager by March 1st for events occurring between May and August and at least 90 days prior to events occurring September through April.

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

EVENT SUMMARY

EVENT NAME: GRAND HAVEN JEEP FEST
EVENT DATE(S): 5-18-2024

START TIME: 9:00AM END TIME: 4:00PM SET UP TIME: 7:00AM TEAR DOWN TIME: 6:00PM

EVENT LOCATION(S): * SEE HIGHLIGHTED MAP EMAILED TO DANA *

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

If no, please complete full special event application

EVENT WEBSITE (optional): FACEBOOK - GRAND HAVEN JEEP FEST

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

APPLICANT INFORMATION

ORGANIZATION NAME: GRAND HAVEN JEEP FEST
ORGANIZATION ADDRESS: P.O. BOX 373, GRAND HAVEN, MI 49417
RESPONSIBLE PARTY NAME: JASON ROGERS
RESPONSIBLE PARTY ADDRESS: 12120 LAKEVIEW DR, GRAND HAVEN, MI 49417
APPLICANT PHONE: 616.638.8864 EMAIL: jar021979@gmail.com
EVENT DAY CONTACT (NAME/CELL PHONE): JASON ROGERS - 616.638.8864

Representative must be on site and available during entire event.

EVENT DETAILS & LOGISTICS

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

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

* SEE EVENT MAP PROVIDED TO DANA *

EVENT DETAILS & LOGISTICS CONTINUED

Does the event include any of the following? (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Alcohol | <input checked="" type="checkbox"/> Entertainment |
| <input checked="" type="checkbox"/> Amplified Sound | <input checked="" type="checkbox"/> Street Closures |
| <input checked="" type="checkbox"/> Banner(s) (Over Street/Downtown Bollards) | <input checked="" type="checkbox"/> Tents |
| <input checked="" type="checkbox"/> Cooking onsite and/or food trucks | <input checked="" type="checkbox"/> Use of Public Electricity |
| <input type="checkbox"/> Dumpsters | <input type="checkbox"/> Use of Public Water |

LIABILITY INSURANCE

Liability insurance naming the City of Grand Haven as additional insured is required for all events. Special Events & Project Manager will follow up with you to collect insurance prior to issuing permit.

REQUIREMENTS OF THE SPECIAL EVENT

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

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

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

Signature

Date

SPECIAL EVENT FEES

Submit the special event and park application fees with completed application. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates.

To Be Completed by Applicant

- | | |
|--|--|
| <input checked="" type="checkbox"/> Resident/Non-Profit Application Fee, \$100 | <input checked="" type="checkbox"/> Trash Box/Liners, \$13/each |
| <input type="checkbox"/> Non-Resident/Profit Application Fee, \$150 | <input checked="" type="checkbox"/> Sound System, \$75 |
| <input type="checkbox"/> Park Permit Application, \$35 | <input checked="" type="checkbox"/> Barricades, \$3-\$15/each (as determined by Public Safety) |
| <input checked="" type="checkbox"/> Electric, \$200 | <input type="checkbox"/> Sound System, \$75 |
| <input type="checkbox"/> Water, \$100 (plus amount used) | <input type="checkbox"/> Showmobile, \$500-\$1025 |
| <input checked="" type="checkbox"/> Banner Placement, \$125-350 | |

Other incidental fees may apply based on applicant requests.

Facility, Park and Public Space Rental Fees will apply. Refundable deposit fee may be required.

- Residents & City of Grand Haven (COGH) Non-Profits are eligible for up to \$500 in discounted fees.
- Non-Profits located outside the COGH are eligible for up to \$250 in discounted fees.
- Discounts only apply to facility, park and public space rental fees (not incidental costs).
- Additional detail available in the Special Events Policy.

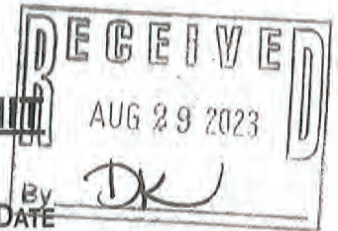
Submit



APPLICATION FOR PARK USE PERMIT

APPLICATION FEE \$35.00 -PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE



APPLICANT / SPONSORING ORGANIZATION INFORMATION

Applicant Name: JASON ROGERS - GRAND HAVEN JEEP FEST
Sponsor Organization: GRAND HAVEN JEEP FEST Contact Person: JASON ROGERS
Non-Profit Federal ID Number (if applicable): 92-0922864
Address: 12120 LAKEVIEW DR. GRAND HAVEN MI 49417
Street City State Zip
(616) 638-8864 jar021979@gmail.com
Daytime Phone Email Address

EVENT INFORMATION

Event Name: GRAND HAVEN JEEP FEST
Event Location: DOWNTOWN GH - SEE MAP PROVIDED
Date(s) of Event: 5/18/24 Set Up Time: 7:00AM
Activity Start Time: 8:00AM Activity End Time: 5:00PM
Description of Type of Event: (concert, picnic, wedding, etc.): JEEP SHOW - VENDORS
FOOD TRUCKS - GAMES - MUSIC
Estimated Number of Persons Attending: 1500 - 2000

ALL QUESTIONS MUST BE ANSWERED OR APPLICATION WILL NOT BE ACCEPTED

GENERAL PUBLIC USE: This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

ALCOHOLIC BEVERAGES ARE PROHIBITED: The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

ON FILE * **INSURANCE CERTIFICATE REQUIRED** (excluding weddings): A Certificate of Insurance for Comprehensive General Liability and Property Damage in the amount of \$1,000,000.00 naming the City of Grand Haven as the additional insured is required per occurrence. The Certificate of Insurance must be submitted with the application.

*** PROOF OF INSURANCE ATTACHED:** ☒ Yes ☐ No

SELLING/FUNDRAISING:

Will any selling/fundraising occur? ☒ Yes ☐ No

If yes, also fill out the appropriate attached vendor sheets for Food Service Information (page 5). **No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained.**

SPONSORSHIP/BANNER/SIGNS:

Will any sponsorship occur? ☒ Yes ☐ No

Will any signs or banners be used? ☒ Yes ☐ No

If yes, banners must be 2' x 7', and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event.

TENTS/CANOPIES:

Will any temporary structures be used? ☒ Yes ☐ No

If yes, please list the number of tents, sizes and location of each:

(3) Total (1) - 10x10
(1) - 10x15
(1) - 10x20

No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for the requirements. **Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included.**

EQUIPMENT/MATERIALS USED:

Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park? ☒ Yes ☐ No

If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

PA SYSTEM ON STAGE AT
WATERFRONT STADIUM

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades. *N/A*

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.

Signature of Applicant: 

Date: 8/29/23

Payment can be made online at www.grandhaven.org, or mail a check with the application to the following address:

For Special Events Contact:
City of Grand Haven
Attn: Dana Kollwehr
519 Washington
Grand Haven, MI 49417

Office: 616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:

City of Grand Haven
Attn: Char Seise
420 Columbus
Grand Haven, MI 49417

Office: 616.842.2550

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



MEMORANDUM

TO: Ashley Latch – City Manager

CC: Derek Gajdos – Director of Public Works

FROM: Dana Kollwehr - Special Events and Project Manager 

DATE: March 18, 2024

SUBJECT: Amazing Race: Race for Change (New)

The Pay It Forward class, comprised of Senior students at Grand Haven High School, has submitted an application to host a fundraising event called Amazing Race: Race for Change. The event is proposed to occur on May 19, 2024, throughout downtown Grand Haven businesses, the Lynne Sherwood Waterfront Stadium, Central Park, and near the 1223 Engine in Chinook Pier parkland.

The community will be invited to form teams of 3-6 individuals and pay a registration fee to participate in challenges at downtown businesses and a few City parks. Teams would sign up to either participate from 10:00 a.m. until 1:00 p.m. or from 3:00 p.m. until 6:00 p.m.

All parklands and businesses will remain open to the public throughout the event, so no closures are requested. Additionally, the applicant has been made aware of park rules and understands that no stakes or similar items can pierce the grass in the challenges' setup. A table and chair will be set up at each park location. All proceeds will be donated to a non-profit in the City. As a first-year event, the students are anticipating approximately 200 participants.

The Parks and Recreation Board recommends approval.

Event Set Up Time: 8:00 am

Event Time: 10:00 am until 6:00 pm

Clean-Up Completed by: 6:30 pm

Public Services Requested

None

Public Space Requested

Lynne Sherwood Waterfront Stadium

Chinook Pier Park (near 1223 Engine)

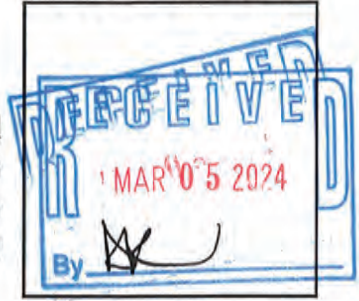
Central Park



CITY OF GRAND HAVEN

SPECIAL EVENT APPLICATION

OFFICE USE ONLY



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

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

EVENT SUMMARY

EVENT NAME: Amazing Race: Race for Change

EVENT DATE(S): May 19th (preferred date), Alt. Date of 5/26 or 6/2

START TIME:	END TIME:	SET UP TIME:	TEAR DOWN COMPLETED BY:
<u>10:00</u>	<u>6:00</u>	<u>8:00</u>	<u>8:00</u>

EVENT LOCATION(S): Waterfront Stadium, Pere Marquette Park

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

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

EVENT WEBSITE (optional): _____

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

APPLICANT INFORMATION

ORGANIZATION NAME: Amazing Race For Change

ORGANIZATION ADDRESS: 17000 Ferris St. Grand Haven MI 49417

RESPONSIBLE PARTY NAME: Pay it Forward

RESPONSIBLE PARTY ADDRESS: 17000 Ferris St. Grand Haven MI 49417

APPLICANT PHONE: (906) 399-7753 EMAIL: payitforward356@gmail.com

EVENT DAY CONTACT (NAME/PHONE): Kendall Pahl (906)399-7753

Representative must be on site and available during entire event.

EVENT DETAILS & LOGISTICS

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

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

an amazing race, made up of teams of 3-6 in a pay to play type format. We will have stations set up. start and end at the community center. Two sessions 10am-1pm and 3pm-6pm.

EVENT DETAILS & LOGISTICS CONTINUED

Department of Public Works Services (Check all that apply)

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

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

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

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

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

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

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

PUBLIC SAFETY

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

Contact the Health Department for requirements and to schedule inspections.

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

Will there be food cooked on-site? ☒ No ☐ Yes

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

Will there be pyrotechnics? ☒ No ☐ Yes

Will you provide your own security? ☒ No ☐ Yes

Will there be assembly tents at the event? ☒ No ☐ Yes

If yes, how many? _____ Total Size _____

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

ALCOHOL SERVICE

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

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

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

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

Contact Name: _____

Phone Number: _____

STREET & PARKING LOT CLOSURES

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

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

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

LIABILITY INSURANCE

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

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

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

SPECIAL EVENT FEES

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

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

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

REQUIREMENTS OF THE SPECIAL EVENT

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

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

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

Kendall Pahl 3/4/24	
Signature	Date



APPLICATION FOR PARK USE PERMIT

APPLICATION FEE \$35.00 -PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

APPLICANT / SPONSORING ORGANIZATION INFORMATION

Applicant Name: The Amazing Race: Race for Change

Sponsor Organization: Pay It Forward Contact Person: Kathryn Snyder

Non-Profit Federal ID Number (if applicable): _____

Address: 15362 Forest Park Dr Grand Haven MI 49417

616 600-1167 katies622@icloud.com
Street City State Zip
Daytime Phone Email Address

EVENT INFORMATION

Event Name: The Amazing Race: Race for Change

Event Location: Grand Haven

Date(s) of Event: May 19th, May 26th, June 2nd Set Up Time: 8:00 a.m.

Activity Start Time: 10:00 a.m. Activity End Time: 6:00 p.m.

Description of Type of Event: (concert, picnic, wedding, etc.): Non profit Amazing Race Fundrasier

Estimated Number of Persons Attending: 200

ALL QUESTIONS MUST BE ANSWERED OR APPLICATION WILL NOT BE ACCEPTED

GENERAL PUBLIC USE: This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

ALCOHOLIC BEVERAGES ARE PROHIBITED: The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

INSURANCE CERTIFICATE REQUIRED (excluding weddings): A Certificate of Insurance for Comprehensive General Liability and Property Damage in the amount of \$1,000,000.00 naming the City of Grand Haven as the additional insured is required per occurrence. The Certificate of Insurance **must be submitted** with the application.

PROOF OF INSURANCE ATTACHED: ☐ Yes ☒ No

SELLING/FUNDRAISING:

Will any selling/fundraising occur? ☒ Yes ☐ No

If yes, also fill out the appropriate attached vendor sheets for Food Service Information (page 5). **No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained.**

SPONSORSHIP/BANNER/SIGNS:

Will any sponsorship occur? ☒ Yes ☐ No

Will any signs or banners be used? ☒ Yes ☐ No

If yes, banners must be 2' x 7', and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event.

TENTS/CANOPIES:

Will any temporary structures be used? ☐ Yes ☒ No

If yes, please list the number of tents, sizes and location of each: _____

No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for the requirements. **Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included.**

EQUIPMENT/MATERIALS USED:

Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park? ☒ Yes ☐ No

If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

Table and chair set up at Central Park, The Waterfront Stadium, and Pere Marquette N-1 Berkshire #1223,

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades.

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.

Signature of Applicant: _____

Date: 03/05/24

Payment can be made online at www.grandhaven.org, or mail a check with the application to the following address:

For Special Events Contact:
City of Grand Haven
Attn: Dana Kollwehr
519 Washington
Grand Haven, MI 49417
specialevents@grandhaven.org
Office: 616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:
City of Grand Haven
Attn: Char Seise
421 Columbus
Grand Haven, MI 49417
cseise@grandhaven.org
Office: 616.842.2550


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



MEMORANDUM

TO: Ashley Latsch – City Manager

CC: Derek Gajdos – Director of Public Works

FROM: Dana Kollwehr - Special Events and Project Manager 

DATE: March 7, 2024

SUBJECT: Kenzie's Be Café Putt Putt Golf Outing (New)

Kenzie's Be Café has submitted a special event application for a new event called Kenzie's Be Café Putt Putt Golf Outing. The event will occur Thursday, May 23rd, from 1:00 p.m. until 5:00 p.m. at the City's mini golf course. The marina and waterfront supervisor has verified the mini golf course's availability, and it will be ready to open for the regular season the following day.

The event will feature 2-3 rounds of golfers playing mini golf to raise money for Kenzie's. There will be games played throughout the event. The event will include the use of parking spaces adjacent to the golf course and the grass area immediately adjacent to the fenced-in course. The requested parking spaces will be fenced in and include the use of a portable grill to serve hot dogs and hamburgers. Alcohol service is also being proposed within fenced-in areas. Alcohol will be served via canned drinks. To comply with requirements for selling and serving alcohol, fencing will be installed as indicated on the map, and the fenced-in area of the mini golf course will be included.

Please note that another annual event utilizes parking in this area as well on the same day. Kenzie's event request will occupy spaces up to the other event (Earl O'Brien Fishing Tournament). The fishing tournament ends at the same time this event begins, so those parking spaces will re-open to the public.

The Fire Marshal has verified the maximum capacity allowed within the mini golf course. The applicant is aware of and has agreed to a maximum of 50 people within the mini golf course at one time. All other event attendees will occupy the enclosed space adjacent to the course.

Event Set Up Time: 11:00 am until 1:00 pm
Event Time: 1:00 pm until 5:00 pm
Event Clean Up by: 5:30 pm

Public Services Requested

- Electricity

- Trash boxes/liners

Public Space Requested

- Use of the mini golf course
- Parking spaces adjacent to the golf course, up to the fishing tournament
- Lawn area adjacent to the mini golf course

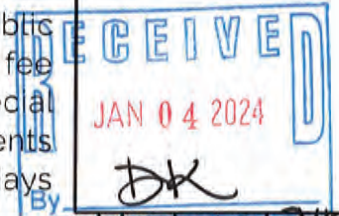


CITY OF GRAND HAVEN

2023 SPECIAL EVENT APPLICATION

OFFICE USE ONLY

A special event application is required for any public event held on City property. The application and fee **must** be submitted to the City of Grand Haven Special Events and Project Manager by March 1st for events occurring between May and August and at least 90 days prior to events occurring September through April.



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

EVENT SUMMARY

EVENT NAME: Kenzie's Be Cafe Putt Putt Golf Outing

EVENT DATE(S): May 23rd, 2024

START TIME:
1:00pm

END TIME:
5:00pm

SET UP TIME:
11:00am

TEAR DOWN TIME:
5:30pm

EVENT LOCATION(S): Chinook Pier Putt Putt Golf Course

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

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

EVENT WEBSITE (optional): kenziesbecafe.org

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

APPLICANT INFORMATION

ORGANIZATION NAME: BErista Inc., DBA Kenzie's Be Cafe

ORGANIZATION ADDRESS: 1103 Washington Ave., Grand Haven, MI 49417

RESPONSIBLE PARTY NAME: Erin Lyon

RESPONSIBLE PARTY ADDRESS: 620 Clinton Ave., Grand Haven, MI 49417

APPLICANT PHONE: 616-402-7778 EMAIL: kenziesbecafe@gmail.com

EVENT DAY CONTACT (NAME/PHONE): Erin Lyon, 616-402-7778

Representative must be on site and available during entire event.

EVENT DETAILS & LOGISTICS

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

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

This will be a charity event benefiting BErista Inc., DBA Kenzie's Be Cafe. We will have 2-3 rounds of golfers playing a round of putt putt to raise money for Kenzie's. There will be games throughout the event. We would like to block off a few parking spaces right outside the entrance of the course, as well as the grassy area just east of the course. We plan to use a portable grill to serve hot dogs and hamburgers for food. Tear down will start immediately following the end of the event. We will serve alcohol using a mobile bar, canned drinks and coffee drinks. We will play music over bluetooth speakers spread through out the event.

EVENT DETAILS & LOGISTICS CONTINUED

Does the event include any of the following? (Check all that apply)

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Alcohol | <input checked="" type="checkbox"/> Fencing | <input type="checkbox"/> Street Closures |
| <input type="checkbox"/> Amplified Sound | <input type="checkbox"/> Fireworks | <input checked="" type="checkbox"/> Tents |
| <input type="checkbox"/> Banners | <input checked="" type="checkbox"/> Parks | <input checked="" type="checkbox"/> Ticketing |
| <input type="checkbox"/> Camping | <input type="checkbox"/> Parade/Race/Run | <input checked="" type="checkbox"/> Utilities/ Electric /Water |
| <input type="checkbox"/> Dumpsters | <input type="checkbox"/> Portable Stage | <input type="checkbox"/> Waterways |
| <input checked="" type="checkbox"/> Entertainment | <input type="checkbox"/> Sanitation (grey water/grease) | |

Will this event provide portable restrooms? ☒ No ☐ Yes # of units? 0 # of ADA units? 0

Will there be entertainment? ☐ No ☒ Yes

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

This event is (please select one) ☒ Open to the public ☐ Private ☐ Invitation Only

PUBLIC SAFETY

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

Contact the Health Department for requirements and to schedule inspections.

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

Will there be food cooked on-site? ☐ No ☒ Yes

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

Will there be pyrotechnics? ☒ No ☐ Yes

Will you provide your own security? ☐ No ☒ Yes

Will there be assembly tents erected at the event? ☐ No ☒ Yes

If yes, how many? 10 max Total Size 10x10

Tents over 400 sq ft. require a tent permit and diagram. A permit application will be sent to you if required.

An inspection must be conducted by the Fire Marshal.

ALCOHOL SERVICE

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

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

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

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

BErista Inc.

Contact Name: Erin Lyon

Phone Number: 616-402-7778

STREET & PARKING LOT CLOSURES

This section must be completed for any event requesting street closures or use of City parking lots. List the streets/parking lots you are requesting to close (Ex. Harbor Drive from Columbus to Franklin). Make sure to include the required map with your application including street and/or parking lot closures.

STREET/PARKING LOT TO BE CLOSED	FROM WHICH INTERSECTION/LOCATION	TO WHICH INTERSECTION
Example - Harbor Drive	Columbus	Franklin
Temporary closure of the Putt Putt course		
Closure of 8 ^{up to 13} parking spaces		

To help ensure the safety of event participants and the public, street closures, noise variances, cooking of food and alcohol require the following:

- **Police, Fire, Public Works and/or City Council approval.** Your completed application will be routed to all necessary departments by the Special Events and Project Manager for their recommendation.
- **Barricades:** Street closures generally require barricades which are provided by the City. The number of barricades will be determined by Public Safety and a fee will be assessed to the applicant.
- **Race Routes:** Organizers must use the City's pre-approved route and mark route with the City's pre-approved chalk product or be subject to fees for clean-up.
- **No Parking Signage:** "No parking" signs must be posted 24 hours in advance of an event for Public Safety to enforce the No Parking Order. If the areas you are requesting to use contain handicap parking spaces, those spaces must be replaced to a nearby location.
- **Notification of Affected Parties:** Applicant must notify property owners along the street closure route of the date and time of street closures. You can do this by delivering a notice in person or by mailing a notice to the property owner. **The Special Events and Project Manager can provide you with the names and addresses of property owners along your route, for mailing purposes. Official City race route signs must be used for each race/run and can be picked up at the Department of Public Works, 1120 Jackson Street Grand Haven, MI 49417.**

LIABILITY INSURANCE

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

An acceptable certificate of insurance must be submitted no later than **10 days** before the event date.


Name of Insurance Company/Agent: Shoreline Insurance
Phone Number of Company/Agent: 231-759-2714

REQUIREMENTS OF THE SPECIAL EVENT

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

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

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

Signature  Date 1/4/24

SPECIAL EVENT FEES

Submit the special event and park application fees with completed application. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Resident/Non-Profit Application Fee, \$100 | <input type="checkbox"/> Banner Placement on Designated poles, \$100-150 |
| <input type="checkbox"/> Non-Resident/Profit Application Fee, \$150 | <input checked="" type="checkbox"/> Trash Box/Liners, \$13/each |
| <input type="checkbox"/> Park Permit Application, \$35 | <input type="checkbox"/> Barricades, \$3-\$15/each (#/location of barricades determined by Public Safety) |
| <input type="checkbox"/> Tent Permit Application, \$125 | <input type="checkbox"/> Sound System (if available), \$75 |
| <input checked="" type="checkbox"/> Electric, \$175 | |
| <input type="checkbox"/> Water, \$100 | |

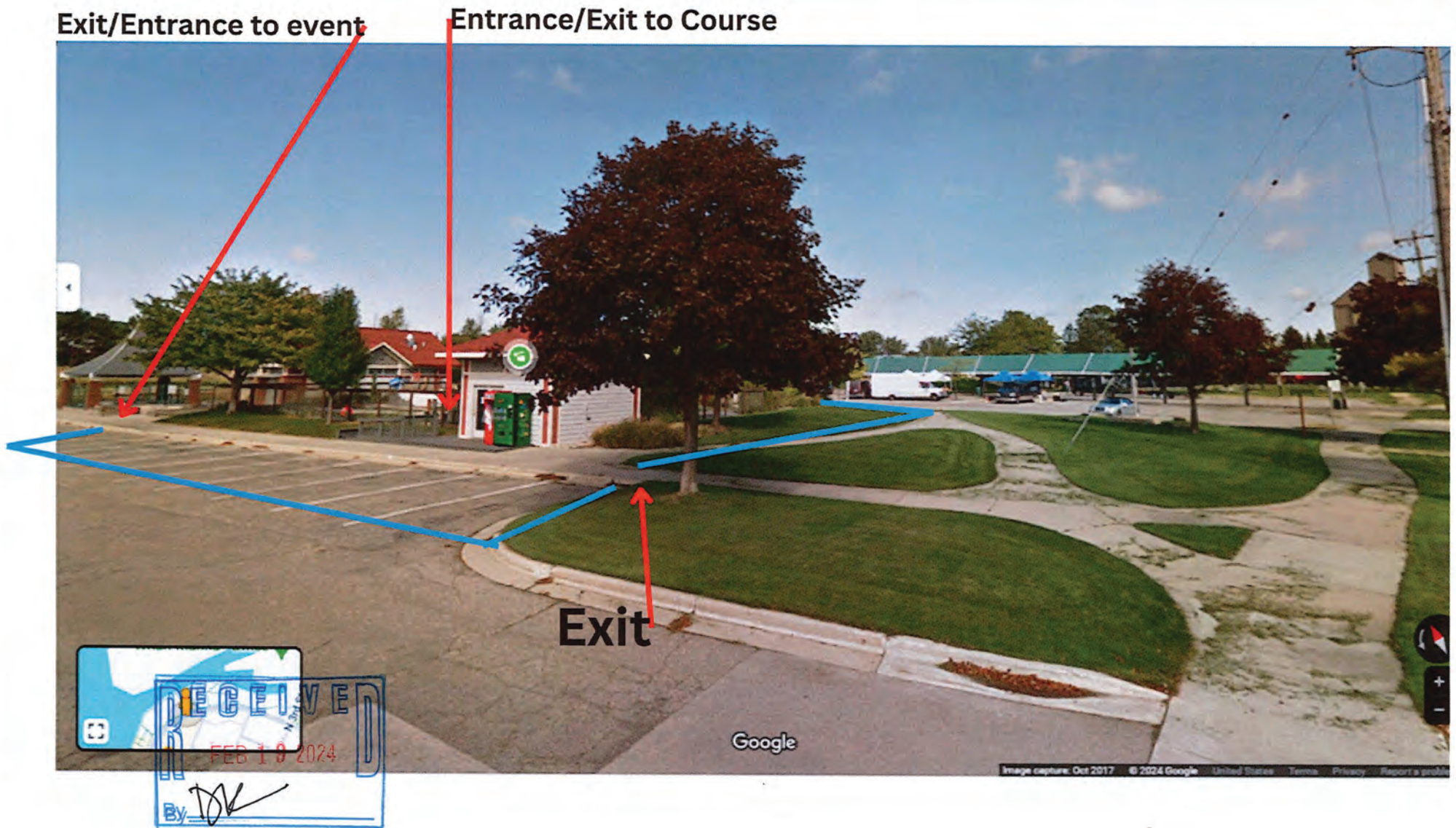
Facility, Park and Public Space Rental Fees will apply. Refundable deposit fee may be required.

- Residents & City of Grand Haven (COGH) Non-Profits are eligible for up to \$500 in discounted fees.
- Non-Profits located outside the COGH are eligible for up to \$250 in discounted fees.
- Discounts only apply to facility, park and public space rental fees (not incidental costs).
- Additional detail available in the Special Events Policy.

Special Event Application Checklist- Before submitting your application did you remember to:

- | | | |
|---|---|---|
| <input type="checkbox"/> Attach a map/diagram of your event layout? | <input type="checkbox"/> Attach all applicable permits/waivers? | <input checked="" type="checkbox"/> Include payment for application fee(s)? |
|---|---|---|

We are requesting to block off parking spaces along the length of the putt putt course. There is only one entrance to the course. The putt putt course is fully enclosed. We will put up fencing as set out in blue below, blocking off the grassy directly adjacent to the course for people to hang out in between playing. Alcohol will only be allowed in the blue lines and inside the golf course.



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



MEMORANDUM

TO: Ashley Latsch – City Manager
Tim Price- Assistant City Manager

CC: Derek Gajdos- Director of Public Works

FROM: Brian Jarosz- Waterfront and Marina Supervisor

DATE: February 29, 2024

SUBJECT: Grand Haven Marina- Charter Boat Open Slip #14

On Wednesday, February 28, 2024, city staff opened bids for an open Charter Boat slip at Chinook Pier. One of the previous licensee's decided not to return for the new contract period.

The City received a total of one bids for the RFP. The bidder already operates out of two slips at the marina and is in good standing with the Chart Boat Association. The bidder proposed a \$4,500.00 slip fee for Year One of the contract. The bidder will fall into the Year Two payment schedule, consistent with the other charter slips under contract. The bidder is offering a charter schedule that offers four 2-hour charters, seven days a week in compliance of the Charter License Agreement.

City staff is recommending that City Council award the open slip to FishGH LLC from North Muskegon, Michigan and authorize the Mayor and Clerk to execute any necessary documentation.



Contract #: _____

Council Approval Date: _____

LICENSE AGREEMENT

The License Agreement is made as of **March 4th, 2024**, between the City of Grand Haven, a Michigan municipal corporation, the principal business address of which is 519 Washington, Grand Haven, MI 49417 (the "City"), and **FishGH**, a Michigan LLC, the principal business address of which is **2495 Fenner Rd., North Muskegon, MI 49445** (the "Licensee").

RECITALS

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

TERMS AND CONDITIONS

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

1. License: The City grants the Licensee a license to use seasonal **slip number 14** in the Chinook Pier Charter Fishing Dock (the "Marina Slip") to operate a commercial charter fishing boat business, subject to the terms and conditions of the Agreement. Each year that this Agreement remains in effect, the license to the Marina Slip shall commence on April 1 and shall expire on October 31 of the same year (the "License Period"). The Licensee's Charter Captain may enter and use the Marina Slip as early as March 25 each year this Agreement is in effect, with prior City authorization, with the understanding there may be limited or no utilities. The Charter Captain will be responsible for the clean-up of the fish cleaning station after each use.
2. Term: Unless terminated earlier as provided in this Agreement, this Agreement shall remain in effect until October 31, 2028.
3. License Fee: Within 30 days of the execution of this Agreement, the Licensee shall pay the City a nonrefundable license fee of \$1.00 and an annual Marina Seasonal Slip Deposit of \$500.00. Additionally, the Licensee shall pay the City the annual Marina Seasonal Slip Fee of \$4,000 (increased by 3% annually as noted below) on or before the following due dates: 1/3 of the annual balance due June 25 of the applicable year, 1/3 of the annual balance due July 25 of the applicable year, and the final balance due August 25 of the applicable year. ***The Marina Seasonal Slip Fee shall be adjusted at an increase of 3% annually for the duration of the Agreement (beginning at \$4,000 for 2024 season).***
4. Penalty: If a payment is received by the City Treasurer past the due date, a 10% late fee will be added to the amount due.
5. Property Rights: This Agreement grants only a license to use the Marina Slip and does not grant or convey

Draft Date
01/31/2024

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

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

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

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

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

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

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

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

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

(f) The Licensee will use the City's fish cleaning station at the Marina, but only for the sole purpose of the charter fishing boat business. The Licensee will ensure that the fish cleaning station remains locked when not in use. All other users for all other uses of the City's fish cleaning station must be referred to the City's Marina staff for permission and entrance.

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

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

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

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

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

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

13. Default: If Licensee fails to make timely payment of any sum due under this Agreement; or if at any time Licensee fails to perform any obligation or breaches any term or provision of this Agreement; and if such failure to pay or other default is not cured within 10 days after the City notifies Licensee of the failure, then at the option of the City it may immediately terminate this license, and all right of Licensee as to the Marina Slip shall terminate without further notice. Alternatively, the City may elect not to terminate this license and Licensee shall continue to be responsible for all of its obligations under this Agreement, including payment of license fees. However, Licensee and its customers, employees, and invitees shall not be permitted to use the Marina Slip for any purpose unless and until the default is cured. In the event of termination, Licensee shall forfeit and the City shall retain any and all sums previously paid by Licensee to the City, regardless of whether such sums relate to past, present, or future License Periods. The remedies set forth in this section are cumulative and in addition to any other remedies the City has at law, in equity, or by statute, including without limitation the right to recover damages for the

Licensee's failure to pay obligations owed under this Agreement.

14. This is the entire agreement between the parties regarding this subject matter. There are no prior or contemporaneous agreements between the parties. The Agreement may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect the interpretation of this Agreement. This Agreement shall be construed as though it was mutually drafted by the parties.

15. Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid, United States first-class mail, and shall be deemed completed when received or if by first-class mail, three business days after mailing.

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

CITY OF GRAND HAVEN

I, Brian Moat

By: _____
Robert Monetza (Mayor)

By: _____
Brian Moat (Business Owner)

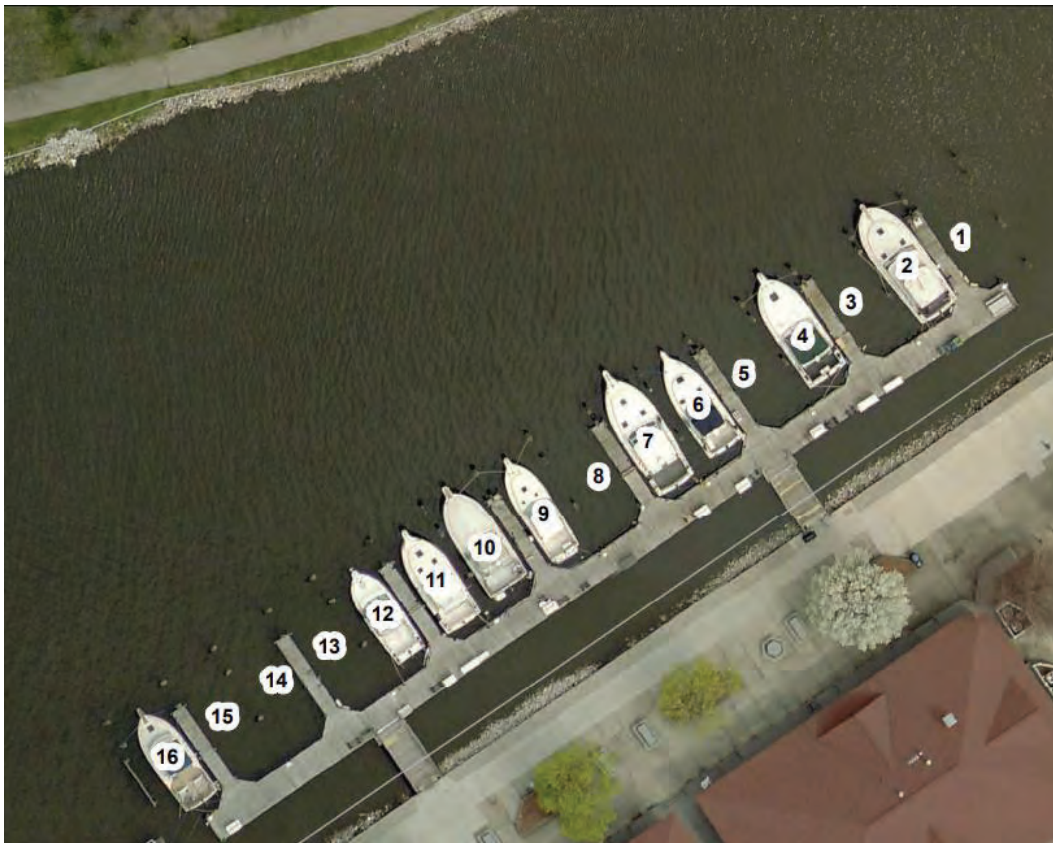
By: _____
Maria Boersma (Clerk)

By: _____
(Co-owner/Business Owner)

Date: _____

Date: _____

EXHIBIT A- CHARTER CAPTAIN'S OCCUPY SECTION "D"



City of Grand Haven

Chinook Pier Charter Dock

Proposal Response Form

Name of person or firm submitting proposal: Fish6H LLC
Corporate Entity or Person: Brian J. Moat
Role or office in firm: Partner
Address: 2495 Fenner Rd
City, State, Zip: N. Muskegon MI 49445
Phone: (616) 638-6145
Email: Captainbrian@Fish6H.com

LICENSE FEE PROPOSAL

I hereby propose to pay the City of Grand Haven the following amount for **year one** of the license agreement to operate a Commercial Charter Fishing business according to the provisions of the attached license agreement. In addition, I agree to pay the remaining license fees for year two, three, four, and five in accordance with the attached License Agreement, as outlined in the Terms and Conditions under "3. License Fee."

\$ 4,500.00 2024 Proposed license fee

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

Signed: [Signature]
Name: Brian Moat
Title: Partner
Date: 2-24-24

See Proposal Information Sheet for Submittal Requirements.

City of Grand Haven

Chinook Pier Charter Dock

Proposal Response Form

Name of person or firm submitting proposal: Fish6H LLC

Corporate Entity or Person: Brian J. Moat

Role or office in firm: Partner

Address: 2495 Fenner Rd

City, State, Zip: N. Muskegon MI 49445

Phone: (616) 638-6145

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\$ 4,500.00 2024 Proposed license fee

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

Signed: [Signature]

Name: Brian Moat

Title: Partner

Date: 2-24-24

See Proposal Information Sheet for Submittal Requirements.



Michigan Department of Natural Resources
Law Enforcement Division

DATE CERTIFICATE EXPIRES MAY 31, 2025
DATE DRYDOCK INSPECTION DUE 2029

CERTIFICATE OF INSPECTION

This is to certify that the vessel identified herein has been inspected and approved for use as a vessel carrying passengers for hire on the waters of the State of Michigan pursuant to the provisions of Part 445 of Act 451, P.A. 1994, as amended.

VESSEL DATA

OWNER BRIAN J. MOAT		VESSEL DOWN TIME	
REGISTRATION AND/OR DOCUMENTATION NO. MC 1025 RW		HOME PORT MUSKEGON	
LENGTH (FEET) 33'	HORSEPOWER 660	PROPULSION GAS	CLASS A
NUMBER OF CREW ALLOWED 2	MAXIMUM PASSENGERS ALLOWED 6	LIMIT OF TOTAL PERSONS ALLOWED 8	
<input checked="" type="checkbox"/> NAVIGABLE WATERS <input type="checkbox"/> INLAND WATERS <input checked="" type="checkbox"/> MAY OPERATE DURING DAYTIME AND NIGHTTIME HOURS <input type="checkbox"/> RESTRICTED HOURS:			

REQUIREMENT: As required by law, this Certificate of Inspection shall be framed under transparent material and posted in a conspicuous place on the vessel. Where posting is impractical, the certificate shall be kept on board to be shown on demand.

PR9301-1 (Rev. 08/28/2011)

Boating Law Administrator, DNR, Law Enforcement

CERTIFICATE OF COMMERCIAL MARINE LIABILITY INSURANCE

PRODUCER: GALLAGHER CHARTER LAKES 3940 Peninsular Drive SE, Ste 100 Grand Rapids, MI 49546-6107	THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED: Fish GH LLC Brian Moat 2495 Fenner Rd North Muskegon MI 49445	COMPANY A AFFORDING COVERAGE: Great American Insurance Company COMPANY B AFFORDING COVERAGE:

COVERAGES:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. BY ISSUANCE OF THIS ENDORSEMENT, THE COMPANY DOES NOT WAIVE ITS RIGHT OF SUBROGATION. THE COVERAGE AFFORDED BY THIS ENDORSEMENT SHALL ARISE OUT OF LIABILITY THAT RESTS SOLELY WITH THE INSURED. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

Type of Insurance	Policy Number	Policy Effective	Policy Expiration	Limits
PASSENGER VESSEL LIABILITY	GCB0005368	7/14/2023	7/14/2024	500,000
LIABILITY DEDUCTIBLE	GCB0005368	7/14/2023	7/14/2024	Not Applicable
MEDICAL PAYMENTS	GCB0005368	7/14/2023	7/14/2024	5,000

DESCRIPTION:

1998	33'	Wellcraft	WELF1ABK798	Down Time
1985	33'	Trojan	TRGF022A585	Danel

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 days for nonpayment of premium) TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INSURED: Form CL-7: Rev 8/19

City of Grand Haven, State of Michigan, and Michigan Waterways Commission
including agents and employees of each
519 Washington Ave
Grand Haven, MI 49417-1486

Authorized Agent:



Date: February 22, 2024



gibbs
fishing

Prostaff Addition

Captain Brian Moat

DANEL SPORTFISHING
Grand Haven, Michigan

Captain Brian Moat was born and raised in Muskegon MI and has been hooked on fishing since a very young age.

"I was fortunate enough to have a neighbor take me to fish a blue gill tournament, this is where my passion for all types of fishing was ignited. I began my pursuit of salmon by the age of 10 when I was able to convince my mother to rent a row boat and row me up and down the Muskegon river while I casted spoons hoping to hook into a big King. I finally managed to balle a king all the way to the boat, but we did not have a net and lost the fish. After many tears were shed, I was consoled by an ice cream sundae. Fast forward many years and many fish later, I was fortunate to fish recreationally and in tournaments with my best friend, the late Caption Dana Bonney. Eventually, I purchased a Wellcraft Coastal 3300 and became the second boat and captain for Danel Sportfishing. For the past 10 years, I was able to learn from Captain Dana and share my knowledge and passion with others. I own and operate one of the nation's largest automotive restoration and customizing businesses and also coach youth and high school sports. This background has helped me co operate Danel Sportfishing, one of Lake Michigan's most successful charter businesses. I love sharing stories and knowledge with children, novice fisherman and women alike. I also understand that success in a charter business is more about the entire experience and not just about how many fish are caught. Looking forward, I am fortunate that my son, Captain Brenden Moat has been able to work full time as a mate and captain for the last 3 years with Danel Sportfishing. Brenden and myself will continue to work together with the Bonney family and our great staff to continue to grow Danel Sportfishing and provide smiles and memories for years to come."

Brian's top producing Gibbs Fishing baits are Stinger Blu Veggies UV Spoons and Stinger Chrome Yellow Jeans and Chrome Green Jeans 8" rotators.



FishGH Charters LLC 2024 proposal for Chinook Pier slip 14

General information

FishGH Charters LLC formerly Danel Sport Fishing has been a staple of Chinook Pier and the Grand Haven community since 1984 when founded by the late Captain Dana Bonney in 1984. Danel slip 10 and Down Time slip 5 were operated by Dana Bonney and Brian Moat up until Captain Danas passing in July of 2022. Captain Brian and Brian's son Captain Brenden Moat both worked hand in hand with Captain Dana and when asked decided it was right to take over the longstanding business in Nov. of 2022. Captain Brian has years of experience operating many successful businesses and Captain Brenden is graduating from Kalamazoo College this coming spring where he was a 4 year football player and will receive a bachelors degree in business management. FishGH LLC prides itself in running a very professional business catering to local families and tourist. We specialize and market specifically to families with young children where we enjoy showing them the opportunities and life lessons learned enjoying outdoor activities like fishing. Our business motto is "Kids Welcome...Adults Tolerated."

Proposal for Slip 14

During the 2023 season FishGH implemented a new charter concept where we marketed a 2 hour harbor tour/fishing trip. We were overwhelmed with the success of the new trip and the different clientele that it attracted. We ran 50 of these 2 hour charters in the first season and quickly found out that not everyone wants to spend 5-7 hours on Lake Michigan trolling for salmon and trout. Many people just want to get out and see the harbor and catch anything that bites while also not worrying about water conditions and seasickness. We had several clients that chartered for a date activity, kids birthday parties, anniversary celebrations and of course a lower cost fun family adventure while on vacation. The only downfall was we were only capable of running 2 trips daily, one on each boat in the evening after our normal salmon charters. Our proposal for Slip 14 is to add another charter boat which will allow us to run 4 daily 2 hour trips 7 days a week. We plan to offer departure times at 10:00am, 1:00pm, 3:00pm and 6:00pm. The new boat will be a center console style boat capable of running offshore and inland more economically so we can keep the trip costs affordable while still remaining profitable. We estimate we will run between 125-150 trips per season. This will be something no other charter operator offers in Grand Haven currently. Whether clients want to catch salmon or just a glimpse of our famous sunset we will provide a rewarding experience and memories that will last forever.



FishGH Facts

- One of the original Chinook Pier charter businesses est. 1984
- Currently occupies slip 5 and slip 10
- Highest volume of annual charters in Michigan (350 charters in 2023 alone)
- Family owned and operated
- Member of Michigan Charter Boat Association
- Member Grand Haven Charter Boat Association
- Captain Brian Moat USCG 100 Ton Masters license
- Captain Brenden Moat USCG 50 Ton Masters License
- Provider of the local radio boating and fishing reports 3 times daily on WGHN May 1 - Oct 1
- Participant in Michigan Catch and Cook program sending clients to local restaurants to enjoy their catch
- Avid promoter of The City Of Grand Haven and Chinook Pier
- Multi time Grand Haven Tribune Peoples Choice winner for Best Charter Fishing
- 2023 Fishing Booker Anglers Choice award winner With hundreds of 5 star reviews

References

Captain Jarrod Seaburg (616) 843-7800

Captain Willis Kerridge (616) 292-4113

Captain Sam Emmons (616) 843-7688



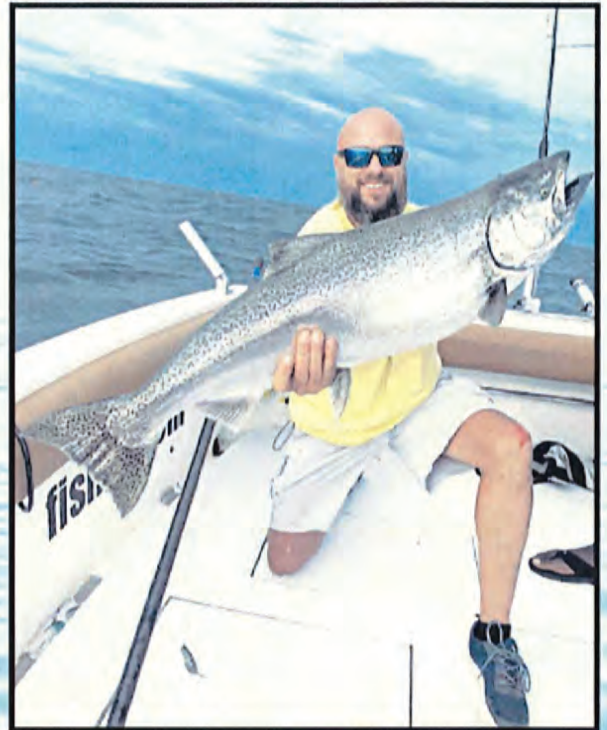
Captain Brenden Moat with happy kids and their catch!

2023 20th ANNUAL - GRAND HAVEN TRIBUNE'S
PEOPLE'S CHOICE

***Thank You for
Voting Us Best
Charter Fishing***



**Book Now - (616) 638-6145
www.FishGH.com**





CONGRATS, YOU WON THE

ANGLER'S

CHOICE

AWARD

**Congratulations FishGH
Charters , you're one of the top
charter operators on
FishingBooker!**

You've accomplished a lot over the past 12 months, and it shows. Thanks to your hard work, people got to fish and make new memories. Your service really stood out, and that's why you've achieved the Angler's Choice Award.

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



MEMORANDUM

TO: Ashley Latsch – City Manager

CC: Tim Price – Interim Facilities and Grounds Manager

FROM: Derek Gajdos - Public Works Director *DG*

DATE: March 13, 2024

SUBJECT: 1 N Harbor – Depot, Structural Repair Contract Award

After the unfortunate vehicle accident that structurally damaged the Depot on December 7, 2023 City staff has been working with our Engineer of Record to temporarily stabilize and permanently repair the historic structure. Repair plans were put out for bid February 21, 2024 and opened today March 13, 2024. The City Received three (3) bids ranging from \$123,390.00 to \$239,922.00. Clifford Buck Construction of Muskegon, MI was the low bidder.

Abonmarche staff along with City staff verified the bids were accurate and reviewed references and sub-contractors. Clifford Buck Construction is a local company that has worked for the City recently with security updates at the RV Terrill building and City Hall as well as the last major renovation at Central Park Place in 2020. Repairs will begin as quickly as possible and be substantially completed no later than May 1, 2024, with final completion by May 17, 2024.

City staff has already begun an insurance claim with the vehicle owner's insurance carrier and will be seeking full reimbursement of all costs associated with the incident.

Attached are the bid tabulations and Abonmarche's recommendation of award.

Therefore, City staff requests City Council award Clifford Buck Construction of Muskegon, MI with the Depot Structural Repair contract in the not to exceed amount of \$123,390.00 and authorize the City Clerk to execute the necessary documents.

Bid Tabulation Worksheet

Project:	Grand Haven Depot Building Structural Repair	Project No.:	23-2073	Legend
Client:	City of Grand Haven	Client Project No.:	N/A	Low Bid
Prepared By:	Leah Bectel, PE	Date Prepared:	March 13, 2024	<i>Correction</i>

Grand Haven Depot Building Structural Repair

Item	Unit	Estimated Quantity	Engineer's Estimate		Clifford Buck Construction Company, Inc.		Borner Restoration, Inc.		Smith's Waterproofing, LLC	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Lump Sum Bid Price - Grand Haven Depot Building Structural Repair	LSUM	1	\$ 175,000.00	\$ 175,000.00	\$ 123,390.00	\$ 123,390.00	\$ 229,776.00	\$ 229,776.00	\$ 239,922.00	\$ 239,922.00
Total: Grand Haven Depot Building Structural Repair			\$	175,000.00	\$	123,390.00	\$	229,776.00	\$	239,922.00
Bid Statistics			% of Estimate	100.00%	% of Estimate	70.51%	% of Estimate	131.30%	% of Estimate	137.10%
			% of Low Bid	141.83%	% of Low Bid	100.00%	% of Low Bid	186.22%	% of Low Bid	194.44%

March 13, 2024

Mr. Derek Gajdos – Public Works Director
City of Grand Haven
519 Washington Avenue
Grand Haven, MI 49417

Re: Recommendation for Contract Award
2024 Depot Building Structural Repair

Dear Mr. Gajdos:

Bids were received on March 13, 2024, for the 2024 Depot Building Structural Repairs Project. The scope of this project includes structural and masonry repair of the Depot Building where damage was caused to the east side of the structure from a vehicular accident. The intent is to be substantially complete by May 1st, 2024, and fully complete with the work by May 17th, 2024.

Bid Results

Three (3) bids were received for the project. To comply with bidding requirements, bidders were required to furnish a bid bond in the amount of five (5) percent of the bid amount. No addendums were issued as part of the bidding process. Bid pricing was reviewed by Abonmarche and is presented as compared with the Engineer's Estimate below.

<i>Prepared By:</i>	<i>Bid Bond</i>	<i>Bid Form & Attachments</i>	<i>Base Bid</i>
Engineer's Estimate	-	-	\$ 175,000.00
Clifford Buck Construction Company, Inc.	✓	✓	\$ 123,390.00
Borner Restoration, Inc.	✓	✓	\$ 229,776.00
Smith's Waterproofing LLC	✓	✓	\$ 239,922.00

The low bid was submitted by **Clifford Buck Construction Company, Inc.** of Muskegon, MI. Clifford Buck Construction has a proven track record of work in the West Michigan area, including recent work for the City of Grand Haven Public Works Building. It is recommended that a contract in the amount of **\$123,390.00** be awarded to **Clifford Buck Construction Company** for this project. If you have any questions or comments, please feel free to contact me.

Sincerely,

ABONMARCHE

Bryan Webster, PE
Structural Engineering Director

Leah Bectel, PE
Project Engineer

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



MEMORANDUM

TO: Ashley Latsch - City Manager
Derek Gajdos, Director of Public Works

FROM: Matt Wade – Streets & Utilities Manager *MW*

DATE: March 7, 2024

SUBJECT: ACT 51 Map Decertification of Power Plant Road

The Michigan Department of Transportation requires the submission of an annual road mileage certification map for cities and villages. The purpose of the annual map is to notify the state for any additions or deletions to the City's road system. The ACT 51 funding that the City receives for major and local road maintenance is generated off of these maps. State of Michigan ACT 51 requires a signed resolution from a governing body to add or delete streets from their inventory. At this time the City of Grand Haven does not have a signed resolution of file.

Power Plant Road needs to be removed from the ACT 51 map. It is located west of the Linear Park parking lot. Power Plant Road was used as a private drive to the JB Sims Power Plant. It is not currently maintained for motor vehicles. It will need to be formally removed from the certified ACT 51 streets map.

Therefore, staff recommends that the City Council approve the resolution for the Decertification of Power Plant Road.



Harbor Island

Power Plant Rd

1231 N 3RD ST -SIMS P

1,080.01 ft

N 3RD ST

Grand River

Wharfsid

501 N 3RD ST

501 N 3RD ST

Wharfs

301 N HARBOR DR CHINOOK

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RESOLUTION
FOR
DECERTIFICATION

At a regular meeting of the City Council of Grand Haven, Michigan, held at City Hall on _____, 2024, the following Resolution was offered by council member _____, and supported by council member, _____:

WHEREAS, The City of Grand Haven does wish to decertify Power Plant Road. This decertification of Power Plant Road is located between to the east of the Linear Park parking lot for a total decertification length of 1,080 feet.

Resolution duly adopted.

DATE: _____

Maria Boersma, City Clerk

Certified to be a true copy.

DATE: _____

Maria Boersma, City Clerk

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



MEMORANDUM

TO: Ashley Latsch - City Manager
Derek Gajdos, Director of Public Works

FROM: Matt Wade – Streets & Utilities Manager *MW*

DATE: March 7, 2024

SUBJECT: ACT 51 Map Decertification of 4th Street from Monroe Ave. to Adams Ave.

The Michigan Department of Transportation requires the submission of an annual road mileage certification map for cities and villages. The purpose of the annual map is to notify the state for any additions or deletions to the City's road system. The ACT 51 funding that the City receives for major and local road maintenance is generated off of these maps. State of Michigan ACT 51 requires a signed resolution from a governing body to add or delete streets from their inventory. At this time the City of Grand Haven does not have a signed resolution of file.

The section of 4th Street that needs to be removed from the ACT 51 maps is located between Adams Ave. and Monroe Ave. This section of City right-of-way is not currently improved for motor vehicles. It will need to be formally removed from the certified ACT 51 streets map.

Therefore, staff recommends that the City Council approve the resolution for the Decertification of 4th Street from Adams Avenue. to Monroe Avenue.



N 3rd St

Tyler Ln

Nathans Way

Adams St

Chesapeake and Ohio Railroad

324.99 ft

N 5th St

Monroe St

N 4th St

Hatton Park
The Pere Marquette
Depot

RESOLUTION
FOR
DECERTIFICATION

At a regular meeting of the City Council of Grand Haven, Michigan, held at City Hall on _____, 2024, the following Resolution was offered by council member _____, and supported by council member, _____:

WHEREAS, The City of Grand Haven does wish to decertify a portion of 4th Street. This decertification of 4th Street is located between Monroe Avenue and Adams Avenue for a total decertification length of 325 feet.

Resolution duly adopted.

DATE: _____

Maria Boersma, City Clerk

Certified to be a true copy.

DATE: _____

Maria Boersma, City Clerk

Attachment B

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



MEMORANDUM

TO: Ashley Latsch – City Manager

CC: Eric Law – NOWS Plant Manager

FROM: Derek Gajdos - Public Works Director *DG*

DATE: March 12, 2024

SUBJECT: EGLE Access Agreement for Harbor Island Sampling

The Michigan Department of Environment, Great Lakes and Energy (EGLE) has obtained some new remote monitoring equipment, and asked if they could use the Harbor Island JB Sims site as a test site. The equipment monitors water PH, temperature, levels, and conductivity. The equipment will be installed at one monitoring well and the data will be shared with our engineer, HDR. The equipment is scheduled to be installed in April and collect data for 6-8 weeks.

The City's environmental attorney, AnnMarie Sanford, endorsed the activity, indicating that there weren't any ill effects to allowing the request. Attorney Sanford also mentioned if the City gained any useful information out of the testing, that would be beneficial. HDR is also favor of the request.

Attorney Sanford drafted the attached access agreement covering any other liabilities that she thought could pose an issue. Therefore, City staff is requesting City Council to approve the Harbor Island Access Agreement with EGLE and have the Mayor and City Clerk sign the necessary documents.

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "**Agreement**") is made and entered into as of March 4, 2024 (the "**Effective Date**"), by and between the City of Grand Haven, Michigan ("**Owner**"), and the Michigan Department of Environment, Great Lakes, and Energy ("**EGLE**").

1. **Grant of License.** Owner hereby grants to EGLE, and any employees of EGLE ("**Agents**"), a non-exclusive license to enter upon Harbor Island, Grand Haven, Michigan (the "**Property**") for the limited purpose of installing monitoring equipment in groundwater monitoring wells currently existing at the Property for the purpose of collecting data (the "**Investigation Work**"). Prior to conducting any Investigation Work, EGLE shall provide Owner a work plan for any Investigation Work EGLE proposes to conduct on the Property ("**Work Plan**") for Owner's review and approval at least five (5) business days prior to the intended start date. The scope of Owner's approval is limited to ensuring that any Investigation Work proposed by EGLE does not interfere with, hinder or impact Owner's current or potential future operation of the Property in an unreasonable manner. All Investigation Work and other evaluations of the Property performed by EGLE or its Agents shall be at EGLE's sole cost and expense.

2. **Term.** This license shall continue in force from the Effective Date until the earlier of (i) EGLE removing its monitoring equipment in compliance with all applicable laws and regulations, or (ii) upon receipt of written notice by EGLE from Owner terminating this Agreement ("**Termination Notice**"). If EGLE has any equipment or personal property on the Property on the date Owner terminates the Agreement, EGLE will immediately remove any and all such equipment or personal property. In the event EGLE fails to remove any of its equipment or personal property within thirty (30) days after receipt of the Termination Notice, such equipment and/or personal property shall be deemed abandoned and may be disposed of by Owner, at EGLE's sole cost and expense.

3. **Use and Access.**

3.1 EGLE shall give Owner at least five (5) business days' prior written notice, which may be delivered by email, of EGLE's intention to enter upon any portion of the Property to conduct any Investigation Work, describing the nature of the work to be performed under an approved Work Plan. Entry shall be conducted during normal business hours and, if necessary, EGLE agrees to cooperate in a commercially reasonable manner with Owner's reasonable request that EGLE or its Agents enter the Property at other times reasonably acceptable to Owner. At Owner's request, EGLE shall furnish the names, addresses and telephone numbers of all Agents who will be responsible for any part of the Investigation Work on the Property.

3.2 Neither EGLE, nor any of its Agents, shall unreasonably interfere with any activities of Owner, its guests, invitees, or its tenants and licensees at the Property, and EGLE's rights hereunder shall at all times be subject to the rights of guests, invitees, customers, licensees and tenants of the Property. EGLE shall permit Owner or its agents, employees, consultants or contractors (collectively "**Owner's Agents**") to be present to observe any Investigation Work. EGLE shall keep the Property free and clear of all mechanic, materialmen and other liens and

encumbrances relating to EGLE's entry upon the Property. EGLE shall use its best efforts to minimize dust, odors and noise during EGLE or its Agents' entry on the Property.

3.3 In the event the Investigation Work involves any incursion into the subsurface then EGLE shall be solely responsible for ascertaining and marking the location(s) of any subsurface utility structures which may exist beneath the Property and avoiding interference with or damage to same, and Owner makes no representations or warranties concerning the condition of the Property. At the written request of EGLE, Owner shall provide EGLE any information in Owner's possession and reasonably available to Owner regarding the location of subsurface utilities in the area of the proposed Investigation Work; provided, however, in no event shall Owner's failure to provide such information alleviate EGLE of any of its obligations or liability hereunder.

3.4 Any components of or related to Investigation Work, including but not limited to, wells, piezometers, and similar data-gathering devices, shall be flush or below grade upon completion. Geoprobes or other devices used to gather samples (but which are not installed as temporary or permanent wells) need not be flush or below grade.

3.5 Upon completion of the installation of any monitoring wells and any other component of Investigation Work, EGLE shall promptly remove all equipment, debris, supplies or other material brought on to the Property in order to conduct the Investigation Work. EGLE shall promptly remove any soil cuttings not returned to boreholes and disposable sampling supplies (hereinafter "investigation-derived waste" or "IDW") generated as a result of the Investigation Work. Within thirty (30) days after the completion of any soil borings, installation of any monitoring wells or other Investigation Work, EGLE shall promptly restore the Property as close as possible to the condition in which it existed prior to commencement of the Investigation Work, including any patching of concrete or asphalt damaged by such Investigation Work and installing sod of like thickness and color as existed prior to Investigation Work.

3.6 EGLE shall be responsible for handling, management, storage, and disposal of any IDW generated as a result of the Investigation Work and hereby agrees to list EGLE as the sole "generator" using EGLE's generator identification number on all hazardous waste manifest(s) necessary for the treatment, storage or disposal of any such IDW.

3.7 Upon Owner's request, EGLE shall furnish Owner with copies of all verified data, test results and final reports that relate to the Investigation Work.

3.8 All Investigation Work shall be performed in compliance with applicable federal, state and local laws, regulations, and ordinances.

3.9 EGLE shall perform the Investigation Work in a good and workmanlike manner, with reasonable diligence and with reasonable precautions taken to ensure the safety of persons and property in the area of said Investigation Work.

3.10 Within thirty (30) days of completion of all Investigation Work, EGLE shall properly abandon, pursuant to and in compliance with applicable laws and regulations, all monitoring wells associated with EGLE's activities at the Property and EGLE shall promptly

restore the Property as close as possible to the condition in which it existed prior to commencement of the Investigation Work, including any patching of asphalt or concrete.

4. THIS PARAGRAPH INTENTIONALLY LEFT BLANK

5. **Indemnity.** To the extent allowed by law, EGLE shall indemnify, defend and hold Owner and its officers, directors, trustees, advisors, shareholders, members, participants, affiliates, lenders, representatives, invitees, agents, contractors and employees (hereinafter, collectively the "**Indemnified Parties**") harmless from and against any and all claims, proceedings, damages, liens, liabilities, losses, costs and expenses, including reasonable attorneys' fees (hereinafter, collectively the "**Claims**") arising out of EGLE's and/or its agents' ("**EGLE's Agents**") entry onto the Property and/or the performance of the Investigation Work; provided, however, that such indemnity shall not apply to the extent that any such Claim, resulted from the negligence or intentional misconduct of an Indemnified Party. This indemnification obligation shall survive the expiration or early termination of this Agreement.

6. **Notices.** All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if (a) delivered personally, (b) sent by email, or (c) sent by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery, to the following addresses or at such other address as such party may specify from time to time by notice to the other parties:

If to Owner: Derek Gajdos
Public Works Director
City of Grand Haven
Grand Haven, MI 49417
Email: dgajdos@grandhaven.org
Telephone: (616) 847-3493

With a copy to: Dickinson Wright PLLC
2600 W Beaver Road, Suite 300
Troy, Michigan 48084
Attention: AnnMarie Sanford
Email: ASanford@dickinsonwright.com
Telephone: (248)205-3246

If to EGLE: Kent Walters
350 Ottawa Ave, NW #10
Grand Rapids, MI 49503
Email: WaltersK7@michigan.gov
Telephone: (616) 278-4350

Any notice so given shall be deemed to have been given (i) upon delivery, if delivered in person, (ii) one (1) business day after having been deposited for overnight delivery with Federal Express or other similar overnight carrier, or (iii) upon delivery, if delivered by email transmission with receipt thereof confirmed by printed electronic acknowledgment (if received by 5:00 pm EST on a business day or the next business day, if not).

7. **Miscellaneous**. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter covered hereby, may not be amended or rescinded except by an instrument in writing executed by each of the parties hereto and shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto. No failure or delay by Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

8. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and together shall constitute the Agreement. This Agreement may be executed and delivered by email (.pdf) transmission, and such email (.pdf) transmission shall constitute an original counterpart.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first about written.

**MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND
ENERGY:**

By: _____
Name: _____
Its: _____

CITY OF GRAND HAVEN:

By: _____
Name: _____
Its: _____

Name:
Mayor of Grand Haven

Name:
City Clerk of Grand Haven

EXCERPTS OF MINUTES

At a regular meeting of the Board of Directors of the Tri-Cities Historical Museum, a Michigan non-profit corporation, of 200 Washington Avenue, Grand Haven, Michigan, held on the 20th day of February 2024, duly called with a quorum present at 5:00 p.m., local time.

Present: Thomas Puleo, Jeanette Weiden, Bob Schmidt, Annie Baker, Robert Mann, and Ernie Petrus.

Absent: Joan Moser-Kuiper, Wendy Knoth, and John Martin.

After certain matters of business were completed, President Puleo announced that the next matter of business was the consideration of a Restated Resolution to request that the Cities of Grand Haven and Ferrysburg, and the Charter Township of Grand Haven, all in Ottawa County, Michigan, place a ballot proposal on each of their respective ballots at the August 6, 2024, general primary election, to raise funds for the purpose of supporting the operation, repair, maintenance and improvement of the Tri-Cities Historical Museum.

This millage request is made by the Board of Directors of the Tri-Cities Historical Museum in order to renew the millage proposals that were previously approved by electors of such municipalities and township in elections held in 1996, 2002, and 2006, 2012, 2018 and by Spring Lake Township in 2014, and 2020. The amount of the millage approved in such prior elections was one-quarter mill [twenty-five cents (\$0.25) per thousand dollars of taxable value) and the renewal/extension thereof from 2025 through 2031, inclusive, is being requested by the electors of such municipalities and township, respectively.

The proposal for requesting such ballot questions to be submitted by the Cities of Grand Haven and Ferrysburg, and the Charter Township of Grand Haven in each of their respective primary elections on August 6, 2024, was discussed by members of the Board, and after discussion

was completed, the following Resolution as offered by Ernie Petrus and supported by Jeanette Weiden:

“RESTATED RESOLUTION

WHEREAS, the Board of Directors of the Tri-Cities Historical Museum (“Museum”) provides personnel and facilities for advancing the historical interests of the residents of Ottawa County, Michigan, including the residents of the City of Grand Haven, the City of Ferrysburg, and the Charter Township of Grand Haven, and other municipalities; and

WHEREAS, to provide the operation, repair, maintenance, renovation, and improvement of the Museum and its facilities, it is necessary and appropriate that the Museum receive millage funding to accomplish such goals and objectives; and

WHEREAS, the Board of Directors of the Tri-Cities Historical Museum desires to enter into Agreements with such municipalities and townships which provide millage for its functioning as described in this Resolution so that the funds received by the Museum from such municipalities can be utilized to provide for the operation, repair, maintenance, renovation, and improvement of the Museum, for the benefit of the residents of such municipalities and township.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. That each of the City of Grand Haven, City of Ferrysburg, and Charter Township of Grand Haven is requested to submit to the qualified electors of each such governmental unit, at the August 8, 2024, primary election, in accordance with the election laws of the State of Michigan, a proposal to renew the current and existing one-quarter mill [in the amount of twenty-five cents (\$0.25) per thousand dollars of taxable value] for the purpose of providing funds to be paid to the Tri-Cities Historical Museum pursuant to an Agreement between such parties for the operation, repair, maintenance and improvement of the Tri-Cities Historical Museum, including its facilities, for six (6) years, 2025 through 2031, inclusive.

2. That the officers of the Tri-Cities Historical Museum be authorized to sign Agreements with each such governmental unit which approves such millage renewal through vote of its electors, to provide the facilities and services of the Museum as described in such Agreements.

3. That copies of this Resolution be provided to the Clerks of the local governmental units described in this Restated Resolution with the request that each of their governing boards adopt Resolutions and take such action as is required to cause the proposal to renew such millage as requested for the minimum term described in the primary election scheduled for August 6, 2024, and that such other parties be notified as is required by law.


4. That all other Resolutions in conflict with this action are rescinded to the extent of such conflict.”

YES: Board Members: Thomas Puleo, Jeanette Weiden, Bob Schmidt, Annie Baker, Robert Mann, and Ernie Petrus.

No: Board Members: None.

RESOLUTION DECLARED.


Dated: February 20, 2024.



Annie Baker
Secretary

CERTIFICATE

I, ANNIE BAKER, Secretary of the Tri-Cities Historical Museum, a Michigan non-profit corporation, hereby certify that the foregoing Restated Resolution was duly adopted by the Board of Directors at a regular meeting thereof held on the 20th day of February 2024, and said Restated Resolution was published as a part of the Tri-Cities Historical Museum proceedings on said date.



Annie Baker

Ballot Proposal for City of Grand Haven

MUSEUM MILLAGE RENEWAL PROPOSAL

Shall the previously voted increase of .25 mill (\$0.25 per \$1,000 of taxable value) upon all property assessed for tax in the City of Grand Haven, Ottawa County, Michigan, as reduced by the required millage rollback (which last resulted in a levy of .2476 mill), be renewed at .25 mill (\$0.25 per \$1,000 of taxable value) for a period of six (6) years (2025 through 2031, inclusive), for the purpose of providing funds to be paid to the Tri-Cities Historical Museum pursuant to a contract for the operation, maintenance, renovation and improvement of the Tri-Cities Historical Museum (currently headquartered at the intersection of Washington Avenue and Second Street in the City of Grand Haven), which levy is estimated to raise \$187,219.41 in the first year of the levy, and shall the City be authorized to levy said tax?

Ballot Proposal for City of Ferrysburg

MUSEUM MILLAGE RENEWAL PROPOSAL

Shall the previously voted increase of .25 mill (\$0.25 per \$1,000 of taxable value) upon all property assessed for taxes in the City of Ferrysburg, Ottawa County, Michigan, as reduced by the required millage rollback (which last resulted in a levy of .2430 mills) be renewed at .25 mill (\$0.25 per \$1,000 of taxable value) for a period of six (6) years for levy in the years 2025 through 2031, inclusive, for the purpose of providing funds to be paid to the Tri-Cities Historical Museum pursuant to a contract for the operation, maintenance, renovation and improvement of the Tri-Cities Historical Museum (currently headquartered at the intersection of Washington Avenue and Second Street in the City of Grand Haven), which levy is estimated to raise \$63,334.00 in the first year of the levy, and shall the City be authorized to levy said tax?

Ballot Proposal for Charter Township of Grand Haven

MUSEUM MILLAGE RENEWAL PROPOSAL

Shall the limitation on the total amount of taxes which may be levied by Grand Haven Charter Township, Ottawa County, Michigan, against all property in the Township, as provided by Section 27 of Michigan Act 359 of 1947, as amended, be increased for six (6) years, 2025 through 2031, inclusive, in the amount of Twenty-Five Cents (\$0.25) per thousand dollars of taxable (one-quarter mill) for the purpose of providing funds to be paid to the Tri-Cities Historical Museum pursuant to a contract for the operation, repair, maintenance, and improvement of the Tri-Cities Historical Museum (located near the intersection of Washington Avenue and Second Street in the City of Grand Haven); and shall the Township be authorized to levy said tax? The estimate of the revenue of the Township will collect for the Tri-Cities Historical Museum if the millage is approved and levied in its entirety in the 2025 calendar year is approximately \$253,477.23.

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

Council Member _____, moved by Council Member _____, supported the adoption of the following resolution:

RESOLUTION NO.

RESOLUTION AUTHORIZING

BALLOT PROPOSITION FOR MUSEUM MILLAGE RENEWAL

WHEREAS, the City Council recognizes that the Tri-Cities Historical Museum is a valuable and important asset and resource which will advance the historical interest of the city and all of its residents; and

WHEREAS, the City Council has determined that it is necessary to continue to levy a millage for services to older citizens; and

WHEREAS, the City, pursuant to the Municipal Historical Commission Act (Public Act 213 of 1957), as amended, may raise and appropriate money for the purpose of fostering any activity or project which it determines will advance the historical interests of the City; and

WHEREAS, the Grand Haven City Council previously authorized the Senior Millage Proposal to be placed on the August 2018 ballot at the April 23, 2018 City Council Meeting.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The following proposition shall be submitted to the electors of the City at the August 6, 2024, Primary Election:

Museum Millage Renewal Proposition

Shall the previously voted increase of .25 mill (\$0.25 per \$1,000 of taxable value) upon all property assessed for tax in the City of Grand Haven, Ottawa County, Michigan, as reduced by the required millage rollback (which last resulted in a levy of .2370 mill), be renewed at .25 mill (\$0.25 per \$1,000 of taxable value) for a period of six (6) years (2025 through 2031, inclusive), for the purpose of providing funds to be paid to the Tri-Cities Historical Museum pursuant to a contract for the operation, maintenance, renovation and improvement of the Tri- Cities Historical Museum (currently headquartered at the intersection of Washington Avenue and Second Street in the City of Grand Haven), which levy is estimated to raise \$210,040.38 in the first year of the levy, and shall the City be authorized to levy said tax?

2. The City Clerk, the City Attorney, and all other City officials are authorized and directed to take any and all actions necessary to have the proposal placed on the August 6, 2024, Primary Election ballot.

3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

Resolution DECLARED ADOPTED.

STATE OF MICHIGAN)

) ss.

COUNTY OF OTTAWA)

I, Maria Boersma, the duly qualified and acting Clerk of the City of Grand Haven, Ottawa County, Michigan (the “City”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on March 18, 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this __ day of March, 2024.

Maria Boersma

City Clerk

City of Grand Haven

Attachment C

Grand Haven Airport Board Meeting Minutes January 23, 2024

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

Roll Call: Acting Board Secretary Denny Swartout

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

Absent: Richard Clapp, (excused)

Others Present: Earle Bares, Airport Manager

Guests: Jennifer Bares, Eric Byington, Mayor Bob Monetza, Tim Price Asst. City Mgr., Ethan Marquardt (sp?)

First Call to the audience:

Jennifer Bares- Failure of David Rozelle of Airman Academy flight school to uphold oral agreement and sign contract standards with fixed based operator E2 Technologies. Police were called in after Mr. Rozelle continued to operate at the airport in the EAA hangar.

Eric Byington- Mr. Rozelle should have negotiated any disagreement with contract.

Earl Bares- Grand Haven Aviation Association, meeting was held on January 4th, 2024. Airport open house on June 1, 2024 with Dawn patrol breakfast. 75th anniversary of the airport with breakfast at 11 am. Will feature the Hooligans flight team. Latest version of Microsoft Flight simulator is loaded on the GHAA simulator with all Grand Haven airport data downloaded.

December 2023 Minutes:

Approval of December 19, 2023 Minutes

Ben Ennenga made motion to amend November 28, 2023 minutes regarding "new roof on hangar row A" changing to read "roof coating to existing roof". Motion to accept revision by Swartout, and seconded by Ennenga. Motion carried.

Motion by Swartout, seconded by Ennenga. Motion carried.

New business:

Presentation by David Rozelle of Airman Academy. Mr. Rozelle was absent, but showed late to the meeting at 5:46 pm. Motion was made by Chairman Ennenga to allow Mr. Rozelle to make

his presentation. 3 out of 4 boardmembers approved of Mr. Rozelle being allowed to make his presentation.

Mr. Rozelle is requesting a SASO for his flight school. Stated that he is not in business to make money, but rather in business to make pilots. Recognizes and intends to operate within the airport minimum standards. Maintained compliance with FAA regulations. Gave an extensive briefing regarding his planned business. Described his business has access to multiple flighti instructors and students. Described where his need to occupy space at the airport. Gave his background as an instructor. Intends to add a new leaseback aircraft to his fleet every year. Two year goal to purchase his own aircraft.

Questions:

Chairman Ennenga: Asked specifically where he would intend to rent space. Mentioned that the EAA hangar and Skydive Hangar cannot be subleased.

Mr. Rozelle: Has queried the city regarding use of the terminal building conference room.

Board member Harrel: Asked Mr. Rozelle if he would be able and willing to remove his materials from the conference room if rented so as to accommodate other groups renting the space. He replied that he would have no issue vacating as necessary. Ms. Harrel asked if he is willing to work with the FBO so as not to interfere with operations at the airport.

Chairman Ennenga: Did he try to negotiate with E2 Tech., to operate? Mr. Rozelle was not comfortable with the contract terms, and did try to negotiate.

Dale Hagenbuch: How many students at 3GM? Mr. Rozelle: Approximately 55 students.

Tricia Harrel: Expressed that Airman Academy should be the right fit for the airport and have a high level of integrity and professionalism. Asked that since Mr. Rozelle does not have a reputation for following the rules and the guidelines of operating at 3GM, such as continuing to operate without permission, how will he operate at 3GM going forward?

Mr. Rozelle responded with mentioning that he received a court document that he verified was not produced by the local court. He has intent to pay required fees.

Board member Denny Swartout: Commented that Mr. Rozelle has not shown professionalism in his business dealings with the F.B.O.

Chairman Ennenga: Commented on the services and space granted to the F.B.O. as a source of supplemental income for managing the airport in addition to salary given by the city. Expressed support for the airport manager.

Vote regarding recommendation to city council allowing Airman Academy to operate at 3GM as a SASO. Board member Harrel abstained due to conflict of interest. 3/5 voting. Chairman Ennenga took the vote as follows:

Board member Swartout- No

Board member Hagenbuch- No

Chairman Ennenga- No

Airman Academy is not recommended to city council to operate as a SASO.

Old business:

Tree Removal on South Approach. Re-applied to receive a General Utility license. MDOT to inspect work regarding tree clearing. Earl showed trees that have encroached on the protected approach area to runway 36. Problem trees have been trimmed or removed. All work has been completed.

Fuel terminal operation: No problems in installation. Electronic processing number was set up to a very old account. Monies were sent to the wrong place as a result. A new account number was quickly setup and monies recovered. Wireless connectivity was faulty and repaired.

Security, safety, and noise abatement

Several taxiway lights to be replaced.

Airport manager report: Earle Bares

Activity

Non-local operations were up. Weather was a factor for Skydive Grand Haven.

Projects

Tree removal project complete on south approach, with stumps to be removed in spring.

New fuel credit card terminal installed.

Snowplowing to start at 3 a.m. daily.

Bidding is out for hangar roof painting and maintenance hangar painting.

Still waiting for MDOT to draft a letter for interim use of hangar space. Chairman Ennenga questioned this because we have been waiting several months for this. MDOT said they will do it when they "get around to it"

Fuel sales & Operations

Fuel Sales were down, mostly due to not having a working fuel terminal.

2 Gal. Jet A; 242 Gal. 100 LL; 886 total Gallons fuel sold in December.

3 Tie Downs, 60 Aircraft home based on the field.

Updated hangar building costs have risen 5-10%

Worked on 1 aircraft.

Hangars are fully occupied.

Problem with NE terminal building door frame.

Several runway edge lights need repair due to plowing.

Notams

6 current NOTAMS (4 are temporary for snow)

Airport Liaison Report:

Airport Cash balance: \$345,247.57. Includes fuel pump to cost of \$27k. Does not include bill to remove trees on the South approach. Also does not include bill from Prein & Newhoff for survey services on the South approach.

Two RFP's for hangar row A roof coating. RFP for maintenance hangar painting.

Budget under expenses for diesel fuel. \$1,000/\$1,500 spent. Money should have been coming out of Motor Pool line item. Budget adjustment will be made. Diesel was used for a tractor at the airport, but it belongs to Motor Pool.

Receivables under 30 days, \$3,365 which is due to timing and receipt of hangar rents.

Opening bids for RFP's on February 7th at city hall.

Consultant selection sent to Zach Brohman, MDOT. Design of runway 18/36, and Skydive hangar leak near hangar door were mentioned for budget planning of 2024-25.

Proposed increase in hangar rents \$5 for resident and non-resident due to increases in utility costs.

Capital budget: Amended budget for 2023-24, will be asking that RFP work be completed this year for budget purposes. Heating units added to 2026-27, as we are expecting to replace old heating units. \$42,000 for design of runway 18/36. \$396,743 for construction/rehab of that runway. \$10,000 for treework. This is very preliminary. Hangar construction is also included in future budgeting. Some projects will include 90% federal, 5% State and 5% local funding.

These are preliminary numbers.

Chairman Ennenga commented that the intent is to raise hangar row C and build replacement hangars.

Second call to the audience:

Bob Monetza requested clarity regarding airport board intent to recommend denial of Airman Academy as a SASO.

Tim Price, asst. City Manager, explained that the board should have had two votes. One for whether Airman Academy meets minimum standards and a second for the recommendation to city council for operation as a SASO.

Chairman Ennenga expressed that we will need to identify which minimum standards Airman Academy did not meet.

Ethan (Marquardt) sp?- Expressed that during the last year instructing at the airport he has been harassed, threatened, defamed, slandered, and even had authorities called on him. Mentioned airport manager drove to airport at 3 am proceeding to yell at him in front of a student because he made a low approach to clear the runway of deer. Airport manager has told students that he is not allowed to operate on the field.

(Unintelligible outburst from audience.)

Adjournment: 7:23 pm

Minutes submitted by board secretary, Richard Clapp

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JANUARY 25, 2024

A regular meeting of the Grand Haven Board of Light and Power was held on Thursday, January 25, 2024, at 6:00 PM at the Board's office located at 1700 Eaton Drive in Grand Haven, Michigan and electronically via live Zoom Meeting.

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

Present: Directors Crum, Hendrick, Knoth, Welling and Westbrook.

Absent: None.

Others Present: General Manager David Walters, Secretary to the Board Danielle Martin, Operations & Power Supply Manager Erik Booth, Finance Manager Lynn Diffell, Distribution & Engineering Manager Rob Shelley, and Attorney John Weiss, Dickinson Wright.

Motion: Director Welling, supported by Director Crum, moved approve the meeting agenda.

24-01A Director Welling, supported by Director Crum, moved to move item 7C to item 7E on the agenda and bump up items D and E to C and D.

Roll Call Vote:

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

24-01B Director Welling, supported by Director Crum, moved to approve the agenda as amended.

Roll Call Vote:

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

24-01C Mark Allen, President, and Elizabeth Butler, Director of Economic Development, from the Grand Haven, Spring Lake and Ferrysburg Chamber of Commerce provided an update on Chamber activities. Allen stated the Chamber is increasing its focus on supporting local organizations in the areas of talent, transportation, housing, and childcare. He invited the Board to attend the Chamber's Economic Forecast event on February 6th.

Butler shared that in calendar year 2023, Northwest Ottawa County received \$50 million in private investment in the community, creating 480 to 500 new jobs. Butler thanked the Board for their continued financial support of economic development efforts.

No formal action taken.

Public Comment Period:

Vanessa Wilhelm, Grand Haven Township, stated she submitted a FOIA request in October 2023 for journalistic purposes. Documents received to date indicate that a closer look into allegations against a Board member is needed.

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JANUARY 25, 2024

Jim Hagen, 400 Lake Avenue, stated he attended the City's strategic planning session. He feels regular joint meetings are needed and the Council and Board need to work together.

24-01D Director Welling, supported by Director Crum, moved to approve the consent agenda. The consent agenda includes:

- Approve Minutes of the December 21, 2023 Board Meeting and Closed Session
- Receive and File: December Financial Statements, Power Supply and Retail Sales Dashboards
- Receive and File: December Key Performance Indicator (KPI) Dashboard
- Receive and File: MPPA Energy Services Project Resource Position Report (dated 12/28/2023)
- Receive and File: Constellation Energy Market Update Graphs (dated 01/09/2024)
- Receive and File: Power Grid International: Five Priorities for U.S. Utilities in 2024 (dated 1/2/2024)
- Approve payment of bills in the amount of \$2,779,483.41 from the Operation & Maintenance Fund
- Approve payment of bills in the amount of \$480,069.94 from the Renewal & Replacement Fund
- Confirm Purchase Order 22914 to Western-Telcom, Inc. in the amount of \$5,181 for directional boring services
- Confirm Purchase Order 22923 to the Michigan Municipal Electric Association in the amount of \$23,698 for annual association dues

The General Manager provided three documents to supplement the financial reports. July through December of 2023 were the BLP's lowest sales months in twenty five years, except for 2009. Losing sales to this degree will cause significant hurdles as fixed costs are not being recovered as expected. The loss in sales can be largely attributed to commercial and industrial loads not returning to pre-COVID levels. When sales are lower than forecasted, the BLP may have to sell hedged energy at a loss.

Roll Call Vote:

In favor: Directors Crum, Hendrick, Knoth, Witherell and Westbrook; Opposed: None.
Motion carried.

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JANUARY 25, 2024

24-01E Director Welling, supported by Director Hendrick, moved to approve Purchase Order 22928 to Altec Industries in the amount of \$228,280 for a replacement backyard machine for the line department.

Planned purchases in the equipment replacement schedule have generally been delayed. Someone dropped out of the queue, giving the BLP the opportunity to purchase this equipment ahead of schedule.

Roll Call Vote:

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

24-01F The Board Secretary confirmed Respectful Workplace Training for all employees and Board members is scheduled for Friday, February 9th from 2:30 to 4:00pm.

No formal action taken.

23-01G Director Welling, supported by Director Hendrick, moved to reschedule the February Board Meeting from February 15, 2024 to February 29, 2024.

The General Manager will be traveling for the Public Power Summit February 11th through 14th and the APPA Board of Directors Meeting and Legislative Rally February 24th through 28th.

Roll Call Vote:

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

24-01H The Board discussed each proposed bylaw change that was provided to the Board Secretary. Changes that received majority support will be submitted to the Board's legal counsel to draft appropriate wording. The bylaws will be brought to a future meeting for the Board's approval of proposed changes.

No formal action taken.

24-01I The Chairman provided an update on Whistleblower investigation activities. Two executive staff members and the whistleblower have been interviewed. Two additional executive staff interviews are in the process of being scheduled.

Director Crum expressed frustration with how long the investigation has taken and that the Board has not been informed of the details of the complaint.

No formal action taken.

24-01J Director Knoth, supported by Director Welling, moved to approve the Indemnification Resolution as presented. (Attachment A)

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JANUARY 25, 2024

Chairperson Westbrook reported the Board has been advised by its attorney that under the current bylaws, the Board must indemnify Director Hendrick for her legal costs associated with responding to the three FOIA requests for her correspondence. The scope of work provided by Director Hendrick's attorney includes a 30-day timeline to resolve disputed documents. The resolution states reimbursement will be withheld until the materials subject to FOIA, as determined by the BLP Board, have been provided to the requesting parties.

Directors Welling and Knoth felt the Board must follow the bylaws. Director Crum felt Director Hendrick is not under investigation and is not being sued so this indemnification does not follow the intent of the bylaws.

Attorney Weiss agreed with Attorney Bultje's determination that indemnification fits with the bylaws as currently written.

The General Manager stated several of the resolution's whereas statements incorrectly characterize his statements and should be removed. He feels classifying a FOIA request as an investigation is not accurate.

Roll Call Vote:

In favor: Directors Hendrick, Knoth, Welling and Westbrook; Opposed: Crum.
Motion carried.

24-01K Director Hendrick, supported by Director Welling, moved to approve purchasing the Public Power Governance Essentials On-Demand Training as presented.

Directors Knoth and Welling were not on the Board when this training was previously conducted on-site. The on-demand training cost will be \$2,250 for the full Board and executive staff to participate. The materials will be accessible for two years after purchase.

Roll Call Vote:

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

24-01L Director Knoth, supported by Director Hendrick, moved to approve the resolution regarding the General Manager as presented. (Attachment B)

Chairperson Westbrook read the resolution aloud.

Roll Call Vote:

In favor: Directors Crum, Hendrick, Knoth, and Westbrook; Opposed: Welling.
Motion carried.

Following the vote, the General Manager thanked the Board for taking action. He stated he now has the opportunity to dispute the Board's actions through the appropriate channels if necessary.

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JANUARY 25, 2024

Chairperson Westbrook thanked the General Manager for his years of service. He commended the General Manager's leadership in shutting down the Sims power plant with no employee layoffs and bringing the utility to a financially sound position.

24-01M Director Welling, supported by Director Knoth, moved to offer the Interim General Manager position to Rob Shelley at a pay rate of 10 percent above his current salary for the duration of the assignment.

Chairperson Westbrook met with executive staff members individually and all three were willing to fulfill the General Manager role on an interim basis should the General Manager retire. Rob Shelley stood out with his eagerness to fulfill this role. The interim pay increase being recommended is in line with data provided by the Society for Human Resource Management. The Board directed the Secretary to execute the necessary documentation.

Roll Call Vote:

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

24-01N Director Welling, supported by Director Knoth, moved to proceed with the request for proposal process for executive search services as previously discussed.

The deadline for proposal requests will be Friday, February 23, 2024. Proposals received will be included in the Board's package for review at the February 29, 2024 meeting.

Roll Call Vote:

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

Public Comment Period:

David Walters, [REDACTED], provided a written comment regarding the indemnification resolution that was received and filed by the Board. He feels the Board should have considered executing the provisions of his employment contract in open session and given him the opportunity to participate.

Geri McCaleb, [REDACTED], stated there has been a non-stop attack against David Walters. He has had a distinguished career, and it is a shame people kept the drumbeat going simply because they did not like his personality.

Chairperson Westbrook read a comment received from BLP customer Linda Petix thanking the lineman for restoring her power quickly in the recent snowstorm.

On behalf of the Board, Chairperson Westbrook thanked all employees for their work during the recent snowstorms and outages.

Adjournment

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JANUARY 25, 2024

At 7:54PM by motion of Director Hendrick, supported by Director Knoth, the January 25, 2024 Board meeting was unanimously adjourned.

Respectfully submitted,

A handwritten signature in cursive script that reads "Danielle Martin".

Danielle Martin
Secretary to the Board

DM

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JANUARY 25, 2024

Attachment A

**Board of Light and Power
Board Resolution Regarding Indemnification**

WHEREAS, Section 31 of the Grand Haven Board of Light and Power (the "BLP") Bylaws (the "Bylaws") provides in relevant part that a "... Board member shall be indemnified by the BLP as of right to the fullest extent now or hereafter permitted by law in connection with any actual or threatened civil, criminal, administrative, or investigative action, suit, or proceeding, which is brought against the member because of the Board member's position on the Board"

WHEREAS, Andrea Hendrick is a member of the BLP Board.

WHEREAS, the BLP General Manager (the "General Manager") has submitted a request under the Freedom of Information Act ("FOIA") for:

E-mail and text correspondence to or from personal and/or GHBLP e-mail addresses and cell phones of **GHBLP Board Member Andrea Hendrick** mentioning [sic], discussing [sic], or addressing in any way **GHBLP employee David Walters** by name (Dave or David) or by position (General Manager, GM, or Director of Light and Power) **with Grand Haven Council Members** including Ryan Cummins, Kevin McLaughlin, and/or Karen Lowe **and/or GHEO/BLPCCC group members** including John Field Reichardt, Dennis Craun, John Nasser, Jeff Miller, David Mann, Steve Miller, and/or Jon Jellema **and/or reporters, writers, columnists, and/or submitters of "your views" in the Grand Haven Tribune** including Karalea Davis, Brendon Thomas, Jared Cramer, and/or Elizabeth Pell, since taking office as a Board Member in November, 2021.

WHEREAS, the General Manager has stated that the purpose of his FOIA request for these records of Director Hendrick pertain to her position on the BLP Board, because the General Manager believes these records of Director Hendrick will show that he has been constructively discharged by the BLP Board.

WHEREAS, the BLP has subsequently received identical requests for the same documents from members of the public, Vanessa Wilhelm and Ed Lystra.

WHEREAS, the General Manager's FOIA request, and the subsequent FOIA requests, are so broad that they cover not only "public records" as defined by the FOIA, but they also cover records that could be personal to Director Hendrick and thus exempt from FOIA, as well as records that could be subject to Director Hendrick's rights under the First Amendment to the United States Constitution and thus exempt from FOIA, as well as records that could be exempt from FOIA for other lawful reasons.

WHEREAS, because the General Manager's FOIA request, and the subsequent FOIA requests, are so broad that they will only be partially granted and partially denied, and because determining which of Director Hendrick's documents are subject to FOIA and which are exempt from FOIA will of necessity involve interpretations of applicable law and constitutional provisions, Director Hendrick has incurred and will continue to incur legal expenses in order to respond to the FOIA request.

WHEREAS, Director Hendrick's attorney has filed a claim for insurance coverage by the BLP, but that claim has been denied, as has the appeal of that denial. The latest denial was by a letter dated

GRAND HAVEN BOARD OF LIGHT AND POWER
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December 29, 2023.

THEREFOR, the BLP Board resolves as follows.

1. The BLP Board is obligated to indemnify Director Hendrick for her legal expenses which are the result of the General Manager's FOIA request and the subsequent FOIA requests for the same material.
2. The BLP Board agrees to reimburse Director Hendrick for \$6,050.00, an amount equal to the legal expenses she has already incurred as a result of the General Manager's FOIA request, and the subsequent FOIA requests for the same material, as evidenced by the information received from Director Hendrick's attorney which is attached as Exhibit A.
3. The BLP Board agrees to reimburse Director Hendrick for reasonable future legal expenses incurred as a result of the General Manager's FOIA request, and the subsequent FOIA requests for the same material, as long as the legal expenses are incurred in accordance with the information received from Director Hendrick's attorney which is attached as Exhibit A.
4. Having resolved the indemnification issue regarding Director Hendrick and the FOIA requests by the General Manager and other members of the public, the BLP Board now directs its attorney and Director Hendrick's attorney to resolve their respective clients' positions regarding these FOIA requests as promptly as reasonably possible.
5. The reimbursement payment to Director Hendrick will be made after any FOIA disputes have been resolved by the BLP Board; and the materials subject to FOIA, as determined by the BLP Board, have been provided to the General Manager and the other requesting parties.

RESOLUTION DECLARED ADOPTED

January 25, 2024

BOARD OF LIGHT AND POWER

By: Danielle Mauri
Its: Board Secretary

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JANUARY 25, 2024

Attachment B

**Board of Light and Power
Board Resolution Regarding General Manager**

WHEREAS, the General Manager has stated that the employment relationship between him and the Grand Haven Board of Light and Power (the "BLP") has been damaged by a toxic workplace because of actions by the BLP against him that discriminate, harass, and retaliate against him;

WHEREAS, the BLP has done an internal investigation of the General Manager's claims and has not found any basis for them;

WHEREAS, the BLP's internal investigation conclusions have been confirmed by the BLP attorney and by a neutral, third party employment agency;

WHEREAS, the General Manager has properly called on the BLP to promptly take definitive action regarding his employment status;

WHEREAS, the City's investigation by special counsel into a BLP employee's whistleblower accusations against the General Manager has not been completed;

WHEREAS, the General Manager and the BLP have a July 1, 2022 Employment Agreement, by which the BLP agreed to provide to the General Manager the benefits he requested if his employment is terminated without cause;

THEREFOR, the BLP Board resolves as follows.

1. Per Paragraph 10.C of the July 1, 2022 Employment Agreement, the BLP provides the General Manager written notice that his retirement will take effect 90 days after his receipt of this Resolution as adopted by the Board (i.e. April 24, 2024). The General Manager shall be provided with a copy of this resolution when it is considered by the BLP Board.
2. Upon his retirement, the General Manager shall receive all of the benefits permitted by Paragraph 10.C of the July 1, 2022 Employment Agreement.
3. During the 90 day period, the General Manager shall be fully paid by the BLP, but he shall not be actively at work for the BLP, except as specifically requested by the BLP, through the Board Chair or the Board Chair's designee. The General Manager is authorized to attend off-site conferences and trainings previously scheduled and approved by the BLP / (February 11 through 14 and 24 through 28).
4. If the final disposition of the FOIA request made by the General Manager against Director Hendrick provides evidence that the General Manager's allegations of discrimination, harassment, and retaliation by the BLP against the General Manager are warranted, the BLP will seek to negotiate more generous terms of separation for the General Manager, along with a release of any claims he may have against the BLP, all subject to a vote of the BLP Board.
5. If the City's investigation into the whistleblower accusations against the General Manager provides evidence that the BLP had cause to terminate the General Manager according to

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JANUARY 25, 2024

Paragraph 10.B of the July 1, 2022 Employment Agreement, the BLP reserves the right to terminate the General Manager accordingly and to not pay the General Manager the benefits provided to him by Paragraph 10.C, all subject to a vote of the BLP Board.

6. The General Manager shall return all BLP property in his possession promptly upon his retirement date, which shall be April 24, 2024.

RESOLUTION DECLARED ADOPTED

January 25, 2024

BOARD OF LIGHT AND POWER

By: 
Its: Board Secretary

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
ECONOMIC DEVELOPMENT CORPORATION
BROWNFIELD REDEVELOPMENT AUTHORITY
JANUARY 8, 2024**

The Regular Meeting of the Economic Development Corporation/Brownfield Redevelopment Authority was called to order at 4:00 pm by Chairperson Jim Bonamy in the Grand Haven City Council Chambers, 519 Washington Avenue, Grand Haven, MI 49417.

Present: Bob Monetza, Jim Bonamy, Mike Fritz, Bill Van Lopik, Joy Gaasch, Linda Weavers, Brook Bisonet

Absent: Tom Braciak, Eric Schmidt

Others Present: Emily Greene, Elizabeth Butler, Ashley Latsch, Tim Price, Brian Urquhart

APPROVAL OF MEETING MINUTES

Motion by Fritz, second by Gaasch, to approve the minutes of the regular EDC/BRA meeting of December 4, 2023, and the special meeting of December 6, 2023, as submitted.

Ayes: 7

Nays: 0

This motion carried.

APPROVAL OF AGENDA

Motion by Monetza, second by Fritz, to approve the agenda as submitted.

Ayes: 7

Nays: 0

This motion carried.

FIRST CALL TO AUDIENCE

No response.

UNFINISHED BUSINESS

Continued Discussion of EDC/BRA Bylaws:

Gaasch commented on special meetings, term for members appointed for the duration of project and Brownfield plans. Gaasch cited as an example, the Grand Landing Developers Committee, which existed during the development of the Grand Landing project.

The Board discussed the primary function of the EDC/BRA as an advisory body to the City Council versus the Board responsibilities described in the current Bylaws. Questions should be directed to the City attorney to prescribe requirements which comply with the law.

The Board further discussed operation, intent, and the content of the Bylaws. No action taken.

NEW BUSINESS

None.

REPORT BY BOARD MEMBERS

No reports.

Financial documents submitted for Board information by Greene.

CALL TO AUDIENCE SECOND OPPORTUNITY

No response

ADJOURNMENT

After hearing no further business, Chairperson Jim Bonamy adjourned the meeting at 4:45 pm.

Bob Monetza

City of Grand Haven Human Relations Commission
Thursday, January 25, 2023, 5:30 p.m.
City Hall | 519 Washington Grand Haven

NOTES

The regular meetings of the Grand Haven Human Relations Commission was called to order by Keith Colson at 530pm in the council chamber of City Hall, 519 Washington Ave.

Present: Commission Members Emmet Brown, Andrew Villanueva, Jessica Cole Robinson, Sydney Kroll, Wes McGee, Greta Fuller, & Keith Colson.

Absent: Annie Baker, Amber Mendiola-Suarez

Others Present: Assistant City Manager Tim Price

Welcome Guests/Call to Audience

Additions/Deletions to the Agenda & Motion to Approve

Colson presented the agenda. Motion by Villanueva seconded by Brown, all approved.

Approval of Minutes of meeting: July 2023

Colson presented the minutes. Motion by Brown seconded by Cole-Robinson, all approved.

Approval of Minutes of meeting: November 2023

Colson presented the minutes . Motion by Brown seconded by Villanueva, all approved.

Liaison Report

Colson presented. Holland HRC: the city is coming off their Social Justice Awards this year. In January, they will support the MLK Day Celebration with I AM Academy. For Black history month, they will prepare a city proclamation for our mayor to read and our diversity equity inclusion and accessibility employee

committee does a cultural learning message plan around Black History Month that is sent to all city hall employees. This year they will also feature historical information or an African American person who is less known to learn more about the great men and women. Their goal with the city is to build a culture of learning, awareness and celebration of all peoples.

The momentum center: holding a dinner and movie night on February 9 will include showing the movie Rustin in honor of black history month. Preparing for their Civil Rights Road Trip. This will take place in April and registration is due by March 1. They are also starting to take applications for this year's Across the Bridge experience. They are hopeful that someone from the HRC will be able to attend this year.

Grand Haven Pride: holding an event on Jan. 24th. We have a Black History Month event planned as well. More can be found on their facebook page.

Old Business

Kroll & Fuller have been reaching out to several teachers and programs about the black history notable figures series, working on making the graphics ready to post. Colson requested the GHPS logo or a note about how the students contributed to this project.

Proclamation for Black History Month: 02/05th 7:30pm, Brown will come to read the Proclamation during public comment. If possible Kroll or Fuller will comment on the recognition series, otherwise Colson will do so.

Colson acknowledged that the HRC did not participate this year helping with the city's MLK day of service, and that we would work to improve for next year.

New Business

Colson requested all commission members take a moment to respond to a survey to gather information for the annual report.

The commission recognized a need to develop and grow their voice in the community. Villanueva suggested inviting members of Holland HRC to come and speak with us about how they have become more substantial.

Price suggested the Oddsides trivia night as a means for public connection; using the information from our recognition project for Black History month. Cole

Robinson recommended a cameo of HRC members at the GH Pride event in February to promote awareness.

Brown suggested we look at human trafficking as a focus in 2024. Colson suggested we review options to suggest training for the city, Price confirmed this training exists for Public Safety. The commission discussed focusing on having something for April, which is sexual assault awareness month. Brown will review if there are potential grants for future programs. There was a discussion as to whether this fell within the scope of the HRC, and their efforts toward diversity, equity and inclusion. The overall consensus was that this fell within the scope of educating the community and uplifting unheard voices.

The members of the HRC will look into programs that are already in existence, and review again at the February meeting. The commission agreed that they would not seek to do another series of posts for Women's history month, as it was simply not within their current capacity to do so. The commission was aligned to review individually what they would like to look into moving forward into the new year and circle back to this topic next session.

Second Call to Audience - No one here.

Motion to adjourn at 6:59pm, motioned by Villanueva, second by Kroll. The next meeting will take place on February 22, 2024.

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

Parks and Recreation Board

**Meeting Minutes
January 3, 2024**

The Parks and Recreation Board meeting was called to order on January 3, 2024 at 6.00 p.m. at the City Hall Conference Room.

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

Absent: Winsome Bricker, Co-Chair

Also Present: Matt Wade, Streets & Utilities Manager and Board Liaison, Dana Kollewehr, Special Events & Project Manager, Tim Price, Assistant City Manager, Bob Monetza, Mayor

Approval of Minutes from the November 1, 2023 meeting:

A motion was made by Harvey and seconded by DeVries to approve the P&R Board Meeting Minutes from November 1, 2023.

Motion was approved 4-0

New Business

24-01 Special Event – East End Park Fundraiser (New)

Request Made by: Dave Palmer
Type of Event: Free Concerts
Location: East End Park
Date(s) of Event: Saturday, June 22, 2024
Time Frame: Event: 2:00pm to 9:00pm
Attendee Count: 200-400
Notes

A motion was made by Groothuis and seconded by Harvey to approve the East End Park Fundraiser, held at East End Park, Saturday, June 22, 2024 from 2:00pm to 9:00pm.

Motion was approved 4-0

24-02 Park Use Permit – Java Jam (Recurring)

Request Made by: Erin Lyon
Type of Event: Charity Concert
Location: Lynne Sherwood Waterfront Stadium
Date(s) of Event: Thursday, July 18, 2024
Time Frame: Event: 5:00pm to 9:00pm
Attendee Count: 1,000
Notes

A motion was made by Harvey and seconded by Groothuis to approve the Java Jam, held at Lynne Sherwood Waterfront Stadium, Thursday, July 18, 2024, from 5:00pm to 9:00pm

Motion was approved 4-0

24-03 Special Event – Music on The Grand (Recurring)

Request Made by: Lou Draeger
Type of Event: Live Music and Dance
Location: Lynne Sherwood Waterfront Stadium
Date(s) of Event: Wednesday's, June 5 through August 28, 2024
Time Frame: Event: 6:30pm to 9:00pm
Attendee Count: 200
Notes

A motion was made by Groothuis and seconded by DeVries to approve the Music on The Grand, held at the Lynne Sherwood Waterfront Stadium, Wednesdays from June 5 through August 28, 2024, from 6:30pm to 9:00pm.

Motion was approved 4-0

24-04 Park Use Permit – Sounds of Summer (Recurring)

Request Made by: Erick Kaelin
Type of Event: Family Friendly Free Concerts
Location: Bolt Park
Date(s) of Event: Tuesday's, June 18 through August 6, 2024
Time Frame: Event: 7:00pm to 8:30pm
Attendee Count: 200
Notes

A motion was made by Harvey and seconded by Groothuis to approve the Sounds of Summer, held at Bolt Park, Tuesday's, June 18 through August 6, 2024, from 7:00pm to 8:30pm.

Motion was approved 4-0

General Business

- None

Adjournment

The Parks and Rec Board meeting was adjourned at 6:22 pm.

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

Parks and Recreation Board

**Meeting Minutes
December 6, 2023**

The Parks and Recreation Board meeting was called to order on December 6, 2023 at 6.00 p.m. at Central Park Place.

Roll Call: Bruce Baker, Chair
Tami Harvey
Winsome Bricker, Co-Chair
Jim DeVries

Absent: Lynn Groothuis

Forest management discussion between the Parks and Recreation, Duncan Park, Cemetery, and the Mulligans hollow ski bowl association. Presentation by the Forest Management Committee.

Public events to get info out there such as the ski swap.

Educate the public. Flyers, news paper, radio.

Deer management is most important.

Eagle scout projects would fit in great with this plan.

Adjournment

The group meeting was adjourned at 7:40 pm.

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
PLANNING COMMISSION MINUTES**

January 9, 2024

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

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

Absent: None

Also Present: City Planner Brian Urquhart and members of the public.

Approval of Minutes

Motion by **Skelly**, seconded by **Smelker** to approve the minutes of December 12, 2023 meeting as written. All ayes. **Motion passes.**

Approval of Agenda

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

Call to the Audience; First Opportunity

Ed Bosch, 13770 VanBuren St., said he owns Quality Vacuum in the plaza at 1830 172nd Ave. He spoke out against the special land use request for the marihuana retail facility at Suite D1. He cited complaints of marihuana consumption, odor, and customers disobeying the law near his business.

Case 24-01: Special Land Use Permit and site plan review for an adult-use marihuana retail facility at 1830 172nd Ave. Suite D1 (parcel #70-03-33-201-004).

Urquhart introduced the case. He said the Planning Commission approved a special land use for an adult-use marihuana facility at the December 2022 meeting in the same business plaza in Suite F. The applicant never did complete the renovations, and eventually elected to withdraw. Following the withdrawal of the special land use, the city determined it would take special land use applications for marihuana facilities on a case by case basis, as permitted in the ordinance. Urquhart said this proposal is very similar to the previous submittals. The build out and code compliance for the suite would be in line with the State of Michigan requirements.

Urquhart did note the applicant did not complete a marihuana facility permit application and the applicant should receive approval before being issued a special land use permit.

Chair Dora opened the public hearing at 7:09pm

Cody Newman, 117 W. Michigan Ave., Battle Creek, represented the applicant, Supergood, at the meeting. He said the business currently operates in three locations in Michigan, and one location in Ohio.

Newman addressed the odor complaints. He said the facility will have two carbon filters and will maintain negative air pressure at all times. He added the facility is monitored 24/7.

Motion by **Galligan**, second by **Smelker** to close the public hearing. All ayes. Public hearing closed at 7:15pm.

Smelker asked what the hours of operation would be. Newman responded the plan is to comply with the city ordinance and be open 7 days a week from 7am to 9pm.

Pierce questioned the process for prequalification. He asked about signage and if the glass will be transparent. Newman responded the applicants are pre-qualified at the state with the Cannabis Regulatory Agency, and the glass would be frosted. Newman added all signage would comply.

Skelly expressed a concern on the process. He said the staff report included an option to postpone and asked is the reason why because the applicant did not receive conditional approval from the Clerk's office. Urquhart said yes. Galligan said the Planning Commission approved a marihuana facility permit for this location 2 times already and there is no issue with this request.

Motion by **Kozanecki**, seconded by **Smolenska**, to **approve** Case 24-01, a special land use and site plan review for an adult-use marihuana retail facility at 1830 172nd St. Suite D1 (parcel #70-03-33-201-004) with the following conditions:

1. *Signage shall meet the requirements of the Commercial district.*
2. *A change of use permit shall be submitted.*
3. *Applicant must obtain the necessary adult-use marihuana facility permit.*
4. *Applicant shall provide to the City verification of pre-qualification with the state of Michigan.*

All ayes. **Motion passed.**

Case 24-02: Discussion of a proposed site plan at 1815 S. Beacon Blvd. (parcel #70-03-33-100-056)

Urquhart said he was approached by Mike Bowman of Pioneer Construction for the possibility of appearing before the Planning Commission to discuss a building addition to Preferred Auto Detailing at 1815 S. Beacon. Included in the packet was an elevation drawing, floor plan, and site layout. He said based on the drawing and the proposed use, it would be considered a minor auto repair facility which is permitted by right in the Commercial District.

Bowman reviewed the site plan with the Planning Commission. He noted the primary deviation is the ground floor transparency is at 40%. The ordinance limits clear glass frontage to no less than 60% and nor more than 85% in the Commercial district. Urquhart recommended before submitting a full site plan, he should come before the Planning Commission to see if they would consider granting a reduction to 40%.

Smelker asked if the windows were included in the base calculation. Bowman responded yes. Owens asked about parking. Bowman said they have not fully engineered the site yet, but are aware of the vehicular circulation and traffic concerns on site.

Smolenska asked about fire department access and the fire apparatus navigating around the south end of the building. She said this is the last parcel on US-31 before you head outside of the city limits, and transparency is not as much of an issue. Skelly had a concern with the activity that is coming in and out of the site. Parking and directional signage is imperative for public safety is imperative. Galligan said he is ok with the 40% clear glass reduction and auto repair is appropriate.

Dora asked what type of work would be done on the vehicles. He mentioned that because the floor plan denotes 15 bays, would this be classified as major auto repair facility, instead of a minor. Bowman responded there will be no body work performed on site, no storage of major equipment or engine removal. The repairs primarily would consist of oil changes and similar services.

The Commission agreed to have the applicant submit a detailed site plan at a subsequent meeting. Urquhart said if they could provide a site plan as soon as possible, it could be placed on the March meeting agenda.

FY 22/23 Annual Report

Urquhart reviewed the Planning Department Annual Report for Fiscal Year 22/23. He said permits were slightly down, but inspections were up. There were less zoning changes, and fewer PC Cases. Other highlights included the Master Plan update.

Zoning Board of Appeals Liaison Report:

Galligan noted the ZBA held a meeting in December to review the By-Laws and approve the 2024 meeting schedule.

City Planner Report:

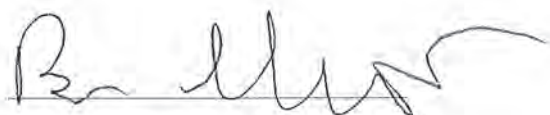
Urquhart reviewed the staff report and noted he will project tracking and include photographs in the staff report on a monthly basis.

Call to Audience; Second Opportunity:

None

Adjournment:

Chair Dora adjourned the meeting at 7:45 pm.



Brian Urquhart, City Planner

