AGENDA FOR
REGULAR CITY COUNCIL MEETING
GRAND HAVEN COMMUNITY CENTER
421 COLUMBUS
JUNE 7, 2021
7:30 PM

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. REAPPOINTMENTS TO BOARDS & COMMISSIONS
   • Dale Hagenbuch, Airport Board, Term Ending 06/30/2026
   • James Porenta, Community Center Board, Term Ending 06/30/2026
   • Nancy Nagtzaam, Duncan Park Commission, Term Ending 06/30/2026
   • David De Young, Loutit Library Board, Term Ending 06/30/2024
   • Kristin Hibbard, MSDDA Board, Term Ending 06/30/2025
   • David Garland, MSDDA Board, Term Ending 06/30/2025
   • Nicki Bonczyk, Musical Fountain Commission, Term Ending 06/30/2025
   • Kevin McLaughlin, Planning Commission, Term Ending 06/30/2024

6. NEW APPOINTMENTS TO BOARDS & COMMISSIONS
   ATTACHMENT A
   • William Van Lopik, EDC/BRA, Term Ending 03/31/2027
   • Margaret Clifford-Bandstra, Community Center Board, Term Ending 06/30/2026
   • Keith Colson, Human Relations Commission, Term Ending 06/30/2022
   • Emily Nail, Human Relations Commission, Term Ending 06/30/2022
   • Anne Baker, Human Relations Commission, Term Ending 06/30/2024
   • Brett Billedeau, Human Relations Commission, Term Ending 06/30/2024
   • Avery Rant, Human Relations Commission, student representative, Term Ending 06/30/2022
   • Karen Forbes, Human Relations Commission, non-resident non-voting member, Term Ending 06/30/2024
   • Natalie Crowe, Human Relations Commission, non-resident non-voting member, Term Ending 06/30/2024
   • Jude Boyle, Main Street, Term Ending 06/30/2025
   • Jerry Troke, Musical Fountain Commission, Term Ending 06/30/2022
   • Terry Stevens, Musical Fountain Commission, ex-officio, Term Ending 06/30/2024
   • Kevin Waters, Musical Fountain Commission, ex-officio, Term Ending 06/30/2024
   • Magda Smolenska, Planning Commission, Term Ending 06/30/2024
   • Mark Hills, Zoning Board of Appeals, Term Ending 06/30/2024
7. PRESENTATIONS
   A. United Way
   B. Lighthouse Awards

8. APPROVAL OF CONSENT AND REGULAR AGENDAS

9. CALL TO AUDIENCE – ONE OF TWO OPPORTUNITIES
   
   At this time, members of the audience may address Council on any item, whether on the agenda or not. Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time.

10. CONSENT AGENDA

    ATTACHMENT B
    
    A. Approve Council Electronic Remote Meeting Minutes of the Special Work Session and Regular Meetings of May 17.

    B. Approve the bills memo in the amount of $1,028,078.66.

    C. Approve membership renewal to the Michigan Municipal League for the period of July 1, 2021 through June 30, 2022 in the amount of $5,203 for MML dues and $520 for the Legal Defense Fund for a total of $5,723.

    D. Approve a vote for Judy Maike to serve on the Board of the Michigan Township Participating Plan Board of Directors representing Zone 5.

    E. Accept $15,000 in grant funds from the Grand Haven Area Community Foundation Relief and Recovery Fund for gap funds for NHS' home owner repair grant programs and authorize the Mayor and Clerk to execute the necessary documents.

    F. Approve the housing counselor contract for Lynne Balkema for Neighborhood Housing Services for FY 2021/22 and authorize the Mayor and Clerk to execute the necessary documents.

    G. Approve the seasonal slip rental agreement for slip 25 to Roger Jansen and Kenneth Jansen in the amount of $4,180 for use beginning May 12 through October 12, 2021 and authorize the Mayor and Clerk to execute the necessary documents.

    H. Approve the Merchant and Makers special event request to host an event in the green space of Chinook Pier on Saturday, July 9, from 9:00 a.m. to 3:00 p.m., allowing amplified acoustic music and food trucks.

    I. Approve the low bid and Contractor Services Agreement with Scodeller Construction Inc., of Wixom, MI for the 2021/22 Over Band Crack Fill maintenance program in the amount of $44,000 and authorize the Mayor and Clerk to execute the necessary documents.

    J. Approve a temporary use permit for outdoor dining at Grand Haven Elks located at 15 S 3rd St, from 1:00 p.m. to 11:00 p.m. daily, through October 31, 2021.
K. Ratify two Energy Services Project Power Purchase Commitment Authorizations to obtain 2.2 MW and 4.3 MW of solar power generation as approved by the Board of Light and Power at their May 20, 2021 meeting.

L. Approve a proposed Real Estate Development Agreement between Franklin Flats, LLC, Grand Haven, Michigan, the City of Grand Haven, and Girl Scouts of Michigan Shore to Shore, Grand Rapids, Michigan.

11. **NEW BUSINESS**

   **ATTACHMENT C**

   A. Consideration by City Council of a resolution to approve the Contractors Service Agreement with Pushaw Builders LLC, Grand Haven, MI to provide restoration services for the outer lighthouse in the amount of $66,681.56 and authorize the Mayor and Clerk to execute the necessary documents. (Funding will be divided evenly between the Lighthouse Fund at the Community Foundation and a matching Coastal Zone Management Grant.)

   Administration recommends approval.

   B. Consideration by City Council of a resolution to approve budget amendments for Major Streets traffic signal projects at Ferry & Jackson and 5th & Washington.

   Administration recommends approval.

   C. Consideration by City Council of a resolution to approve the Professional Services Contract with Abonmarche, Benton Harbor, MI for engineering, project management and construction inspections for the removal of the Traffic Signal Located at Washington Avenue and 5th Street in the not to exceed amount of $19,500 and authorize the Mayor and Clerk to execute the necessary documents.

   Administration recommends approval.

   D. Consideration by City Council of a resolution to approve a policy renewal for property and liability insurance coverage through the Par Plan administered by Municipal Underwriters of Michigan, Inc. for a one-year period beginning July 1, 2021 in the amount of $175,374.

   Administration recommends approval.

12. **CORRESPONDENCE & BOARD MEETING MINUTES**

   **ATTACHMENT D**

   A. Correspondence regarding Beyond the Pier (received May 26–June 2)
   B. Correspondence regarding BLP (received May 17–June 2)
   C. Correspondence regarding Public Works Monument Project (received May 13–June 2)
   D. Correspondence regarding Snowmelt System (received May 27–June 2)
   E. Duncan Park Commission Meeting Minutes of February 16, March 16, May 6
   F. Historic Conservation District Commission Meeting Minutes of April 15
   G. Northwest Ottawa Water System Administrative Committee Minutes of February 17
13. REPORT BY CITY COUNCIL

14. CITY MANAGER REPORT ATTACHMENT E
   A. Downtown Infill
   B. Community Foundation Mini Grants

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.

16. ADJOURNMENT
Attachment
A
The following application came through the Application to Serve form at GrandHaven.org.

First Name William
Last Name Van Lopik
Home Address 67 Poplar Ridge
City Grand Haven
State MI
Zip / Post Code Rorqu
Primary Phone (847) 951-6145
Alternate Phone
Email vanlopi.bill@gmail.com

Application Choice(s) for Citizen Board/Commission Brownfield/Economic Development Corporation,

Are you over 21 years of age? Yes
Are you a resident of the City of Grand Haven? Yes
Are you a registered voter in the City of Grand Haven? Yes

Educational Qualifications BS in Industrial Engineering, Lehigh University, 1979
MBA in Finance and Economics, Lehigh University, 1980


Type of Work Performed Corporate Finance. As S.C. Johnson’s Corporate Treasurer, I led all the company’s capital raising for major acquisitions, plant expansions and other capital needs. From 1991-2015, I led financings totaling $5 Billion to fund the company’s growth. This included a tax-incentive based financing to pay for windmills at our Bay City, MI facility.

Please List Other Relevant Experience Since retiring, I have been involved in giving back to the Grand Haven community via: membership on the Save the Catwalk Committee, as Treasurer and Board member of the Rotary Club of Grand Haven, as President of the
Highland Park Association Board of Directors and as a Board member for the Lighthouse Conservancy.

Total Control Panel

To: lbrowand@grandhaven.org
From: noreply=grandhaven.org@mail1.wpengine.com

You received this message because the sender is on your allow list.
The following application came through the Application to Serve form at GrandHaven.org.

First Name **Margaret**

Last Name **Clifford-Bandstra**

Home Address **621 Hillock Ct**

City **Grand Haven**

State **MI**

Zip / Post Code **49417**

Primary Phone **(616) 402-6979**

Alternate Phone

Email **maggie@maggiebandstra.com**

Application Choice(s) for Citizen Board/Commission **Community Center Board**, **Are you over 21 years of age? Yes**

**Are you a resident of the City of Grand Haven? Yes**

**Are you a registered voter in the City of Grand Haven? Yes**

Educational Qualifications **Education**

- Masters of Fine Arts in Painting, Savannah College of Art and Design, Savannah, GA
- Masters in Educational Administration. Michigan State University, Lansing, MI
- Bachelor of Science in Education Loyola University, Chicago, IL

Place of Employment **Self Employed Artist**

Type of Work Performed **Work Experience**

- **Holland Area Arts Council, Education Director-internship**
  - Contracted to implement educational programming for the Holland Area Arts Council. Developed instructor application process and course evaluation survey and trained staff on the new system.

- **Hudsonville Public Schools Art Teacher, Department Chair**
  - Teach fine art classes to PreK-5th grade students. Develop a district-wide art curriculum and art show, mentor new art teachers in the district. As the Head of Art Department, lead community service projects “Art Feeds All” Member of Curriculum Council,
Member of School Improvement Team, Students created hundreds of pieces of artwork for the Helen DeVos Children’s Hospital 2011 and in 2014. In 2018 HPS won the First ArtPrize Youth Collaborative Award 2017 You Be You, Innovation in Education Award 2018

Louis Armstrong Elementary, Chicago Public Schools, 3rd — 4th Grade Teacher
Planned and implemented the comprehensive gifted program in an enclosed third and fourth-grade classroom. Participated in the development and implementation of the school improvement plan, technology plan, and curriculum goals. Developed after school Junior Great Books program, Oversaw Young Author program for the whole school,

Our Lady of the West Side, Catholic Archdiocese of Chicago, 5th Grade Teacher
Planned and implemented lessons in all subjects for 5th-grade students.

Board Position and affiliations
Lakeshore Visual Arts Collective—Founding Board Member and President—Present
College Art Association CAA’s Services to Artists Committee
Michigan Art Education Association—Presenter at State Conferences
Certifications:

Please List Other Relevant Experience

To: lbrowand@grandhaven.org
From: noreply=grandhaven.org@mail1.wpengine.com

You received this message because the sender is on your allow list.
The following application came through the Application to Serve form at GrandHaven.org.

First Name Keith

Last Name Colson

Home Address 1018 Grant Ave

City Grand Haven

State MI

Zip / Post Code 49417

Primary Phone (240) 577-1641

Alternate Phone

Email keithbcolson@gmail.com

Application Choice(s) for Citizen Board/Commission, Human Relations Commission

Are you over 21 years of age? Yes

Are you a resident of the City of Grand Haven? Yes

Are you a registered voter in the City of Grand Haven? Yes

Educational Qualifications Masters of Administration: Human Resource Administration to be Awarded Aug 2021

Bachelor of Arts in Religious Studies, Philosophy, and African Diasporic Studies

Place of Employment Meijer Pharmacy - Grand Haven

Type of Work Performed Pharmacy Technician

Manager

Administrator

Please List Other Relevant Experience Attended Racial Reconciliation Retreat in college

Created and Launched "Notable Black Contributors in Pharmacology Series," first independent DEI initiative specific to Meijer pharmacies.
The following application came through the Application to Serve form at GrandHaven.org.

First Name Emily
Last Name Nail
Home Address 1001 Arlington Ave.
City Grand Haven
State MI
Zip / Post Code 49417
Primary Phone (616) 402-9998
Alternate Phone
Email emilynail85@gmail.com

Application Choice(s) for Citizen Board/Commission, Human Relations Commission

Are you over 21 years of age? Yes
Are you a resident of the City of Grand Haven? Yes
Are you a registered voter in the City of Grand Haven? Yes

Educational Qualifications Bachelor of Arts, Middle Eastern Studies - American Military University, 2011
Master of Business Administration- Augusta State University, 2013
Doctor of Business Administration- Baker College (currently enrolled, graduate 2024)
Project Management Professional Certification, PMI

Place of Employment UnitedHealth Group

Type of Work Performed 2019-present: Project Management, Process Improvement, acquisitions and integration of new business
2014-2019: Program Manager, military behavioral health programs, budget, staff management, administration of $60mil federal contract
2012-2013: Sexual Assault Victim Advocate (two year appointment during graduate school)
2006-2012: United States Air Force Arabic Linguist

Please List Other Relevant Experience
The following application came through the Application to Serve form at GrandHaven.org.

First Name **Anne**

Last Name **Baker**

Home Address **110 N Harbor Dr Unit 309**

City **Grand Haven**

State **MI**

Zip / Post Code **49417**

Primary Phone **(616) 638-7848**

Alternate Phone

Email **annie@bakerlumber.com**

Application Choice(s) for Citizen Board/Commission, **Human Relations Commission**

Are you over 21 years of age? **Yes**

Are you a resident of the City of Grand Haven? **Yes**

Are you a registered voter in the City of Grand Haven? **Yes**

Educational Qualifications **GHHS Graduate**

**Central Michigan University - Psychology/Music**

**Grand Valley State University - Master's in Social Work**

Place of Employment **Co-Owner at D Baker & Son Lumber Company**

**Muskegon Area ISD - Head Start Services Specialist for Special Needs (part-time)**

Type of Work Performed **Social Work, Business management, AP/AR, Retail, Counseling, Support services for preschoolers**

Please List Other Relevant Experience **I have lived in Grand Haven my entire life and have spent my education & career understanding how to create lasting connection & growth in relationships - within our country, community, workplace, family, and self. My expertise is in early childhood development and social/emotional learning.**
The following application came through the Application to Serve form at GrandHaven.org.

First Name **Brett**

Last Name **Billedeau**

Home Address **927 Franklin Avenue**

City **Grand Haven**

State **MI**

Zip / Post Code **49417**

Primary Phone **(616) 510-6029**

Alternate Phone

Email **bbilledeau@yahoo.com**

Application Choice(s) for Citizen Board/Commission, **Human Relations Commission**

Are you over 21 years of age? **Yes**

Are you a resident of the City of Grand Haven? **Yes**

Are you a registered voter in the City of Grand Haven? **Yes**

Educational Qualifications **Associate's Degree - Criminal Justice**

Place of Employment **Seaver Finishing (Grand Haven)**

Type of Work Performed **Quality Manager**

Please List Other Relevant Experience

*I've had the privilege to work with folks from a wide array of backgrounds different from mine over the years - different ethnicities, different regions here in America, different parts of the world ranging from Mexico & Latin America to South America, to Cambodia and Vietnam. Interacting with people from all over our country and the world has allowed me to learn so much about people, to gain a great respect for diverse backgrounds, to see how we as a community can come together and be welcoming of everyone. To be part of positive change and help Grand Haven continue to grow as a welcoming destination would be a great opportunity.*
The following application came through the Application to Serve form at GrandHaven.org.

First Name **Avery**

Last Name **Rant**

Home Address **Woodside Trail 14810**

City **Grand Haven**

State **MI**

Zip / Post Code **49417**

Primary Phone **(161) 626-8972**

Alternate Phone

Email **averyrant@gmail.com**

Application Choice(s) for Citizen Board/Commission, **Human Relations Commission**

Are you over 21 years of age? **No**

Are you a resident of the City of Grand Haven? **No**

Are you a registered voter in the City of Grand Haven? **No**

Educational Qualifications **Student at Grand Haven Highschool**

Place of Employment **Cloverbar**

Type of Work Performed **Restaurant worker.**

Please List Other Relevant Experience **Teen Advisory Board member at Loutit District Library and member of GirlUp, Interact, DoRAK club at Grand Haven Highschool.**
The following application came through the Application to Serve form at GrandHaven.org.

First Name Karen

Last Name Forbes

Home Address 14063 Oak Chapel Ave

City Grand Haven

State MI

Zip / Post Code 49417

Primary Phone (616) 935-2417

Alternate Phone

Email karen@burzurkbrewing.com

Application Choice(s) for Citizen Board/Commission, Human Relations Commission

Are you over 21 years of age? Yes

Are you a resident of the City of Grand Haven? Yes

Are you a registered voter in the City of Grand Haven? No

Educational Qualifications High School Graduate

Place of Employment Burzurk Brewing Company

Type of Work Performed Co- owner, manger, server.

Please List Other Relevant Experience English is my second language, fluent In Spanish. I’ve been in the service industry for over 15 years. Finally in 2018 My husband and I decided to take a big step and open our own business, it’s been a long great experience for me, that has lead me to be more involved in my community.
The following application came through the Application to Serve form at GrandHaven.org.

First Name Natalie

Last Name Crowe

Home Address 105 n 7th St Apt 4

City Grand Haven

State MI

Zip / Post Code 49417

Primary Phone (231) 557-7446

Alternate Phone

Email natalie@momentumcentergh.org

Application Choice(s) for Citizen Board/Commission, Human Relations Commission

Are you over 21 years of age? Yes

Are you a resident of the City of Grand Haven? Yes

Are you a registered voter in the City of Grand Haven? Yes

Educational Qualifications Bachelors of Science graduate from Central Michigan University.

Place of Employment The Momentum Center.

Type of Work Performed Program Coordinator. Social and Recreational work type.

Please List Other Relevant Experience Member of OSAP committee, Prom Committee, Town Hall Facilitator.
City of Grand Haven
Application for Consideration for appointment to Citizen Boards and Commissions
(Applications are kept on file for one year from date of completion)

Name: Jude Boyle Date: Aug 31, 20__
Address: 209 S Washington, CH, MI 49417
Telephone (Home) __________________ (Cell) __________________ (Work) __________________
E-Mail Address: jcliffboyle@outlook.com

I wish to be considered for ___ appointment or ___ reappointment to the following Citizen Board(s) or Commission(s). (If selecting more than one board/commission, indicate order of preference --- "1" being first choice.)

___Airport Board
___Audit Review Committee
___Board of Review
___Brownfield Redevelopment & Economic Develop. Corp.
___Cemetery Board
✓Community Center Board
___Compensation Commission
___Construction Board of Appeals
___Corridor Improvement Authority
___Duncan Park Commission
___Environmental & Natural Resource Committee
___Harbor Board
___Historic Conservation District
___Human Relations Commission
___Loutit District Library Board
✓Main Street DDA
___Musical Fountain Committee
___North Ottawa Community Hospital
___Parks & Recreation Board
✓Planning Commission
___Zoning Board of Appeals
___Other

Are you over 21 years of age? __Yes ___No
Are you a resident of Grand Haven? __Yes ___No
Are you a registered voter in the City of Grand Haven? __Yes ___No

Educational Qualifications: Taught Core 4 for United Airlines. Recognition team for United Airlines. Retired

Type of Work performed: Sales, Teaching, CSA

Other experience that would assist you in performing the duties of a Board/Commission member:

Please return complete form to: City Clerk's Office: 519 Washington Avenue, Grand Haven, MI 49417
The following application came through the Application to Serve form at GrandHaven.org.

First Name Jerry
Last Name Troke
Home Address 11933 Juniper Hills Ct
City Grand Haven
State MI
Zip / Post Code 49417-8628
Primary Phone (517) 960-4585
Alternate Phone (517) 960-4585
Email jerry.troke@gmail.com

Application Choice(s) for Citizen Board/Commission, Musical Fountain Committee

Are you over 21 years of age? Yes
Are you a resident of the City of Grand Haven? No
Are you a registered voter in the City of Grand Haven? No

Educational Qualifications AAS Electrical Engineering Technology - Purdue
BS Electrical Technology - Purdue

Place of Employment Retired

Type of Work Performed Mechanical maintenance, electrical wiring and repair, marketing and website design

Please List Other Relevant Experience Current volunteer on fountain maintenance/projects
City of Grand Haven
Application for Consideration for appointment to Citizen Boards and Commissions
(Applications are kept on file for one year from date of completion)

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>Terry L Stevens</td>
<td>6.4.2020</td>
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<tr>
<th>Address</th>
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<tr>
<td>7005 Fairway Vista Dr. SE</td>
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<tr>
<th>Telephone (Home)</th>
<th>(Cell)</th>
<th>(Work)</th>
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<tbody>
<tr>
<td>616.554.5548</td>
<td>616.889.9592</td>
<td>616.331.6019</td>
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<tr>
<th>E-Mail Address</th>
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<tr>
<td>terry L Stevens @ sbcglobal.net</td>
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I wish to be considered for ___ appointment or __ reappointment to the following Citizen Board(s) or Commission(s). (If selecting more than one board/commission, indicate order of preference --- "1" being first choice.)

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<th>Board/Commission</th>
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<td>Planning Commission</td>
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<td>Zoning Board of Appeals</td>
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<td>Other</td>
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<th>Are you over 21 years of age?</th>
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<tr>
<td>Yes</td>
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<tr>
<th>Are you a resident of Grand Haven?</th>
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<tr>
<td>Yes</td>
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<th>Are you a registered voter in the City of Grand Haven?</th>
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<tr>
<td>Yes</td>
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<tr>
<th>Educational Qualifications:</th>
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<td>BSEE</td>
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<th>Place of Employment:</th>
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<td>GSU</td>
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<th>Type of Work performed:</th>
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<tr>
<td>Professor</td>
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<th>Other experience that would assist you in performing the duties of a Board/Commission member:</th>
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<tr>
<td>Fountain Engineer</td>
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Please return complete form to: City Clerk's Office: 519 Washington Avenue, Grand Haven, MI 49417
First Name **Kevin**

Last Name **Waters**

Home Address **1920 Wisconsin Ave**

City **Grand Haven**

State **MI**

Zip / Post Code **49417**

Primary Phone **(616) 502-8952**

Alternate Phone **(616) 502-8952**

Email **kwaters@greenridge.com**

Application Choice(s) for Citizen Board/Commission, **Musical Fountain Committee**

Are you over 21 years of age? **Yes**

Are you a resident of the City of Grand Haven? **Yes**

Are you a registered voter in the City of Grand Haven? **Yes**

Educational Qualifications **I graduated from Ludington High School in 1984. I went to Oakland Community College in the 1990's for one year and most recently attended Backer College for a year.**

Place of Employment **Greenridge Realty Grand Haven**

City of Grand Haven **Musical Fountain**

Type of Work Performed **Realtor, Fountain operator**
Please List Other Relevant Experience I have had many different types of jobs my whole life, from Carpenter to Die maker to Commodities Broker to a Realtor. I am very good at working with my hands and able to make decisions under pressure in a calm and reasonable manner.
City of Grand Haven
Application for Consideration for appointment to
Citizen Boards and Commissions
(Applications are kept on file for one year from date of completion)

Name Magda Smolenska Date 20 April 2021
Address 1609 Pineridge Drive, Grand Haven, MI 49417

Telephone (Home) __________ (Cell) 616-843-1003 (Work) __________

E-Mail Address magdasmolenska@gmail.com

I wish to be considered for X appointment or ___ reappointment to the following Citizen Board(s) or Commission(s). (If selecting more than one board/commission, indicate order of preference --- “1” being first choice.)

_____ Airport Board
_____ Audit Review Committee
_____ Board of Review
_____ Brownfield Redevelopment & Economic Develop. Corp.
_____ Cemetery Board
_____ Community Center Board
_____ Compensation Commission
_____ Construction Board of Appeals
_____ Corridor Improvement Authority
_____ Duncan Park Commission
_____ Environmental & Natural Resource Committee

_____ Harbor Board
_____ Historic Conservation District
_____ Human Relations Commission
_____ Loutit District Library Board
_____ Main Street DDA
_____ Musical Fountain Committee
_____ North Ottawa Community Hospital
_____ Parks & Recreation Board
_____ Planning Commission
_____ Zoning Board of Appeals
_____ Other

Are you over 21 years of age? X Yes ___ No
Are you a resident of Grand Haven? X Yes ___ No
Are you a registered voter in the City of Grand Haven? X Yes ___ No

Educational Qualifications: Masters of Architecture, University of Illinois at Chicago 2004

Are you over 21 years of age? X Yes ___ No
Are you a resident of Grand Haven? X Yes ___ No
Are you a registered voter in the City of Grand Haven? X Yes ___ No

Educational Qualifications: Masters of Architecture, University of Illinois at Chicago 2004

Place of Employment: architектура PLC

Type of Work performed: Design and Architecture

Other experience that would assist you in performing the duties of a Board/Commission member:

--- Working on a variety of building types, with over 17 years experience in Commercial design.
--- Working on K-12, Higher Ed and Church to Offices, Hotels. I previously worked at Progressive AE for 8 years and prior to that GMB.

--- Working on a variety of building types, with over 17 years experience in Commercial design.
--- Working on K-12, Higher Ed and Church to Offices, Hotels. I previously worked at Progressive AE for 8 years and prior to that GMB.

Please return complete form to: City Clerk’s Office: 519 Washington Avenue, Grand Haven, MI 49417
The following application came through the Application to Serve form at GrandHaven.org.

First Name **Mark**

Last Name **Hills**

Home Address **520 Pennoyer Ave**

City **Grand Haven**

State **MI**

Zip / Post Code **49417**

Primary Phone **(616) 915-0020**

Alternate Phone **(616) 296-0646**

Email **mehills@varnumlaw.com**

Application Choice(s) for Citizen Board/Commission, **Planning Commission**

Are you over 21 years of age? **Yes**

Are you a resident of the City of Grand Haven? **Yes**

Are you a registered voter in the City of Grand Haven? **Yes**

Educational Qualifications **BA, University of Michigan**

**JD, University of Toledo College of Law**

Place of Employment **Varnum LLP**

Type of Work Performed **Trial attorney, handling real estate, construction, commercial/contract and family law disputes**

Please List Other Relevant Experience **Prior service on City's Construction Board of Appeals and Planning Commission**
Attachment B
The Special Work Session of the Grand Haven City Council was called to order at 7:00 p.m. by Mayor Bob Monetza. This meeting was held remotely due to the COVID-19 emergency.

Present: Council Members Mike Dora (Grand Haven), Ryan Cummins (Grand Haven), Dennis Scott (Grand Haven), Mike Fritz (Grand Haven), and Mayor Bob Monetza (Grand Haven).

Absent: None.

Others Present: City Manager Patrick McGinnis, City Clerk Linda L. Browand, Assistant to the City Manager Ashley Latsch, and Public Works Director Derek Gajdos.

1. Water and Sewer Connection Charges
   • Derek Gajdos, DPW Director

Public Works Director reviewed a study of area water and sewer connection fee rates.

Council felt that the City was comparable to other communities as far as total costs. After reviewing the numbers, the City’s fees did not seem out of line.

2. Adjournment

After hearing no further business, Mayor Monetza adjourned the meeting at 7:27 p.m.

_____________________________   ____________________________________
Robert Monetza, Mayor    Linda L. Browand, City Clerk
The Regular Meeting of the Grand Haven City Council was called to order at 7:30 p.m. by Mayor Bob Monetza. This meeting was held remotely due to the COVID-19 emergency.

Present: Council Members Mike Dora (Grand Haven), Ryan Cummins (Grand Haven), Dennis Scott (Grand Haven), Mike Fritz (Grand Haven), and Mayor Bob Monetza (Grand Haven).

Absent: None.

Others Present: City Manager Patrick McGinnis, City Clerk Linda L. Browand, Assistant to the City Manager Ashley Latsch, Human Resources Manager Zac VanOsdl, Finance Director/Treasurer Amy Bessinger, Public Works Director Derek Gajdos, Code Enforcement Officer Andy Cannon, and Public Safety Director Jeff Hawke

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

A moment of silence was led by Mayor Monetza and followed by the Pledge of Allegiance.

PRESENTATION

20-Year Service Award – Andy Cannon

Code Enforcement Officer Andy Cannon was recognized and thanked for 20 years of service to the City of Grand Haven.

APPROVAL OF CONSENT AND REGULAR AGENDAS

21-130 Moved by Council Member Fritz, seconded by Council Member Cummins, to approve the consent and regular agendas, as amended. This motion carried unanimously.

- The item regarding approval of a utility extension contract with Al’s Excavating was moved from the consent to the regular agenda.
CALL TO AUDIENCE

Mayor Monetza made a call to the audience, allowing audience members to address Council on any issue.

Calls:
- Mr. Jim Kalsbeek, 1126 S. Harbor, believed that a new BLP gas plant was unnecessary for the amount of time it would be working for us. Regarding downtown development ideas – he was not in favor of any expansion at the cost of losing parking.
- Mr. Brendon Thomas, 10 Clinton Avenue, stated he had seen throughout his career the climate impact with emissions. A methane electric plant would trash the environment and would be a destructive project.
- Mr. Sam Dahl, 1118 S. Harbor, was against another power plant building on Harbor Island. The City could do better with the property and make it into a park.

CONSENT AGENDA

21-131 Moved by Council Member Scott, seconded by Council Member Fritz, to approve the electronic special budget work session of April 19, 2021, special work session of April 26, 2021, and regular meetings of April 26 and May 3, 2021 consent and regular agendas, as presented. This motion carried unanimously.

21-132 Moved by Council Member Scott, seconded by Council Member Fritz, to approve the bills memo in the amount of $350,872.75. This motion carried unanimously. (Attachment A)

21-133 Moved by Council Member Scott, seconded by Council Member Fritz, to proclaim the week of May 9-15, 2021 as “National Police Memorial Week” honoring all law enforcement officers that serve the residents of the City of Grand Haven, the residents of the State of Michigan, and the entire citizenry of the United States. This motion carried unanimously. (Attachment B)

21-134 Moved by Council Member Scott, seconded by Council Member Fritz, to proclaim May 16-22, 201 as “National Public Works Week” honoring all public works servants that serve the residents of the City of Grand Haven, the residents of the State of Michigan, and the entire citizenry of the United States. This motion carried unanimously. (Attachment C)

21-135 Moved by Council Member Scott, seconded by Council Member Fritz, to renew the IT services partnership between the City of Grand Haven and Grand Haven Area
Public Schools for fiscal years 2021/22 and 2022/23 and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

21-136 Moved by Council Member Scott, seconded by Council Member Fritz, to approve the third amendment to the ambulance services agreement between North Ottawa Community Hospital, Crockery Township, Spring Lake Township, Village of Spring Lake, City of Ferrysburg, City of Grand Haven, Grand Haven Township, and Robinson Township and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

Public Safety Director Hawke noted that this amendment was a continuation of the current contract.

21-137 Moved by Council Member Scott, seconded by Council Member Fritz, to appoint Eric Geurink as Electrical Inspector for the City of Grand Haven and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

21-138 Moved by Council Member Scott, seconded by Council Member Fritz, to approve the purchase and installation of five security cameras on the south pier to deter vandalism and improve emergency response capability from Presidio Networked Solutions Group, LLC, Caledonia, Michigan, in the amount of $20,205.83 with all funds coming from the Grand Haven Asset Protection Fund at the Grand Haven Community Foundation and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

City Manager McGinnis stated the cameras would give a sense of security and peace of mind. The Lighthouse Conservancy agreed the installation would be worth the tradeoff for the added security. The appearance of the cameras and antennas would not be intrusive.

Council Members thanked the donors for funding the purchase.

21-139 Moved by Council Member Scott, seconded by Council Member Fritz, to approve the Memorial Day Procession and Service to be held on Monday, May 31, 2021, from 10:30 am – 12:00 pm on City streets and at Lynne Sherwood Waterfront Stadium, provided the applicant complies with all pandemic-related restrictions and limitations in place at time of the event as determined by the Department of Public Safety. This motion carried unanimously.

21-140 Moved by Council Member Scott, seconded by Council Member Fritz, to approve the Rising on a River Concert Series, to be held at Lynne Sherwood Waterfront Stadium, on Sundays beginning June 13 through August 29, from 7:00 pm – 9:00 pm and waive fees in the amount of $6,500.00 provided the applicant complies with all pandemic-related restrictions and
limitations in place at time of the event as determined by the Department of Public Safety. This motion carried unanimously.

**NEW BUSINESS**

**21-141** Moved by Council Member **Dora**, seconded by Council Member **Fritz**, to adopt the FY2021-22 budget, including the six-year Capital Plan, fee schedule, proposed millage rates, and operational budgets, and to approve the FY2020-21 budget amendments included in the budget detail. This motion carried unanimously. (Attachment D)

Finance Director/Treasurer Bessinger thanked Council and staff for their time spent on gathering information and reviewing the budget.

Council requested that the $450 fee for monthly public space rental (parking space or 200 sq ft) be removed from the fee schedule.

Council Members Cummins, Fritz, and Dora were wary of bringing the fund balance percentage down. The City needed to be more prepared in the future. Council Member Cummins added that Council would also have to have discussions as to where American Rescue Plan dollars would be spent.

Council Member Scott stated that although the fund balance was lower, the public improvement fund was up a little so he was comfortable with the amount.

City Manager McGinnis reported that having an 11% fund balance was a “recommended” amount. The State Treasury only required that there not be a deficit.

Mayor Monetza noted that Council may have to decide at this time next year what City services may need to be cut.

**21-142** Moved by Council Member **Cummins**, seconded by Council Member **Scott**, to direct the Finance Director/City Treasurer to issue FY2020-21 snowmelt billings in the total amount of $53,229.60. This motion carried unanimously.

**21-143** Moved by Council Member **Dora**, seconded by Council Member **Scott**, to approve agreement with the Harbor Transit Multi-Modal Transportation System to terminate service delivery from the City of Grand Haven and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.
City Manager McGinnis noted the City had provided administrative services to Harbor Transit for decades. When the City agreed to transfer Harbor Transit to an authority, the administration services were to continue. The agreement on the agenda had been negotiated among the affected parties. Harbor Transit would accept responsibility for any unfunded liability to currently retired employees. He would ensure that the understanding would be that the City would not pay retirement costs except for one employee.

Mayor Monetza believed that the agreement was an appropriate and equitable division of costs.

21-144 Moved by Council Member Dora, seconded by Council Member Cummins, to approve limit guidelines for the use of Lynne Sherwood Waterfront Stadium. This motion failed with a vote of 2 to 3. In favor: Scott and Monetza. Opposed: Cummins, Fritz, and Dora.

City Manager McGinnis reported the stadium had been primarily made as a gathering space, not just an event venue. Currently nearly ½ of the summer nights were booked and excluded the public. The limit guidelines would be for “exclusive use” of the stadium.

Mayor Monetza felt there should be a balanced use of the stadium. If limits were established now, the City would be ahead of the curve to have something in place. It could always be modified.

Council Members Cummins, Fritz, and Dora were not concerned and felt events helped area businesses and provided “energy” to the downtown and waterfront.

Council Member Scott suggested that maybe one night during the weekend should be left free.

21-145 Moved by Council Member Dora, seconded by Council Member Cummins, to approve the Robinson Landing Utility Extension Contract with Al’s Excavating Inc., Hamilton, Michigan, in the not-to-exceed amount of $260,611.00 and authorize the Mayor and City Clerk to execute the necessary documents. This motion failed with a vote of 2 to 3. In favor: Cummins and Monetza. Opposed: Scott, Fritz, and Dora.

Council Members Scott and Fritz were concerned that there had been no bids from local contractors and there were only 2 bids. The total also was above the engineer’s estimates.

Public Works Director Gajdos stated the project was out for bid for 3 weeks and the usual bidding process had been utilized. Local contractors he had spoken with were busy. The amount was over the estimate due to availability right now.
Council Member Cummins and Mayor Monetza understood the bidding process, which was followed, and these were the only 2 bids that came in.

City Manager McGinnis stated that Abonmarche knew the industry and contractors knew where to find the bid specs. The City tried very hard to get local bidders. No one was denied the opportunity to bid.

Council Member Dora knew the correct procedure had been followed but it would be nice to keep the business local, if possible.

Since the motion failed, the project would be re-bid and would cause approximately a 6-week delay.

**UNFINISHED BUSINESS**

Moved by Council Member Dora, seconded by Council Member Cummins, to approve an increase in water and sewer consumption rates of 6% on July 1, 2021, July 1, 2022, July 1, 2023, and July 1, 2024, and an increase in ready-to-serve charges of $.50 on a 1” and smaller meter, applied proportionally to larger-sized meters effective July 1, 2021. This motion was amended after Council discussion.

Council Member Dora proposed alternate ready-to-serve charges.

21-146 Moved by Council Member Scott, seconded by Council Member Dora, to amend the previous motion by using the following ready-to-serve charges: 1” meter - $6.00; 1.5” - $15.00; 2” - $20.00; 4” - $75.00; 6” - $175.00; 8” - $250.00; and 10” - $400.00. This motion carried unanimously.

21-147 Moved by Council Member Dora, seconded by Council Member Cummins, to approve an increase in water and sewer consumption rates of 6% on July 1, 2021, July 1, 2022, July 1, 2023, and July 1, 2024, and the following ready-to-serve charges: 1” meter - $6.00; 1.5” - $15.00; 2” - $20.00; 4” - $75.00; 6” - $175.00; 8” - $250.00; and 10” - $400.00 effective July 1, 2021. This motion carried with a vote of 4 to 1. In favor: Dora, Cummins, Scott, and Monetza. Opposed: Fritz.

**REPORTS BY CITY COUNCIL**

Council Member Cummins was hopeful and looking forward to be able to meet in person starting with the next council meeting. He attended a tour of the diesel plant with the Historic
Conservation District Commission and several Board of Light & Power meetings. He thanked Mayor Monetza and City Manager McGinnis for planning on attending the short-term rental committee meetings at both the House and Senate and representing the City’s belief that each municipality have the ability to decide what was best for them. He was pleased to hear that Grand Haven had been named “Best Beach Town on a Lake” by Parents Magazine. He hoped that the Musical Fountain would be fixed to be able to perform this summer.

Council Member Fritz reported that he would not be able to attend the short-term rental committee meetings tomorrow but urged the mayor and city manager to push the issue of allowing local control. He was pleased to see the weather getting better but urged everyone to stay safe with mask mandates.

Council Member Scott agreed with the comments already made regarding short-term rentals.

Council Member Dora also agreed that short-term rentals had devastated the community. He had spoken with Senator Victory earlier that morning about the same topic. He thanked both the Departments of Public Safety and Public works for their services for the citizens of Grand Haven. Regarding the Public Works Monument and its proposed location, there was information posted on the City’s website and the ability to also make comments. He had attended many of the meetings as other council members. He urged people to stay safe and they would eventually get through the pandemic.

Mayor Monetza noted that with the current mask rules, to anyone not vaccinated yet, the world had now become more dangerous. The mask guidelines should have been crafted better. Regarding the DPW Monument, Council would like to hear from the public to determine what was best for the community. There was a ceremony held last week at the Lake Forest Cemetery for Richard Boone. He was a veteran and funds were raised to bury his ashes. He would be traveling to Lansing tomorrow regarding the short-term rentals bills. Grand Haven currently handled its community well and want to continue to handle it on our own. The proposed legislation would allow them to be anywhere in the city.

**REPORT BY CITY MANAGER**

**Pier Antennas**

It was reported to Council that the antennas to be placed on the pier would be smaller than a Frisbee.
Lansing Trip

Those going to Lansing would be leaving in the morning at 6:30 a.m. Zoning issues were also a topic along with short-term rentals.

June 7 Council Meeting

It was hoped that the next council meeting on June 7 would be held in person at the Community Center. A work session would be held regarding the airport.

June 14 Joint Meeting

There may be a joint meeting held with the BLP held on Monday, June 14.

GENERAL BUSINESS/CALL TO AUDIENCE

Mayor Monetza made a call to the audience, allowing audience members to address Council on any issue.

Council Member Dora noted that the BLP offered senior citizens rate reductions. He questioned if the City could offer the same type of discounts for utilities and taxes for seniors.

City Manager McGinnis said it was something that could be investigated.

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 10:02 p.m.

Robert Monetza, Mayor

Linda L. Browand, City Clerk
To: Patrick McGinnis, City Manager
From: Amy Bessinger, Finance Director
CM Date: 5.17.2021
RE: Bills From Payables Warrant

Tonight, City Council will be approving, subject to audit, bills for this period, totaling as follows:

$350,872.75
$350.872.75
$45,979.51
$304,893.24

Attachment A
CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN

PROCLAMATION
NATIONAL POLICE MEMORIAL WEEK

WHEREAS, in 1962 President John F. Kennedy signed a proclamation that designated May 15 as, "Peace Officers Memorial Day" and the week in which that date falls as, "National Police Memorial Week"; and,

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the Public Safety Officers from the City of Grand Haven, Sheriff's Deputies from Ottawa County and State Troopers from the State of Michigan; and,

WHEREAS, the law never sleeps, and since the very early days of our City's history we have been under the protection of professional, dedicated, self-sacrificing professionals all day every day; and,

WHEREAS, public statements supporting the efforts of our peace officers calls attention to the risks associated with this career choice and encourages strong public support for the men and women who answer the call to a career in public safety, and,

WHEREAS, the City of Grand Haven applauds our courageous law enforcement team and thanks them for standing tall and proud while protecting us from crime, civil unrest, pandemic, and natural disasters.

NOW, THEREFORE BE IT PROCLAIMED, that the week of May 9–15, 2021 is "National Police Memorial Week"

and shall be so recognized in the City of Grand Haven, Michigan.

May 12, 2021
Mayor Robert Monetza
CITY OF GRAND HAVEN, MICHIGAN
NATIONAL PUBLIC WORKS WEEK
PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizens’ everyday lives, and;

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewer, streets and highways, public buildings, and parks, and;

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services, and;

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction are vitally dependent upon the efforts and skills of public works officials, and;

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments are materially influenced by the people’s attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Robert Monetza, Mayor of the City of Grand Haven, do hereby proclaim the week of May 16–22, 2017 as “National Public Works Week” in the City of Grand Haven, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions that public works officials make every day to our health, safety, comfort, and quality of life.

Given under my signature and Seal of the City of Grand Haven, State of Michigan, this 17th day of May, in the year two thousand twenty one.

Robert Monetza, Mayor
City of Grand Haven, Michigan
Regular City Council Meeting
Monday, May 17, 2021

Resolution No. 21-141
A RESOLUTION TO ADOPT THE 2021-22 BUDGET,
THE 2021-22 MILLAGE RATES, THE 1% TAX ADMINISTRATION FEE,
THE 2021-22 FEE SCHEDULE AND THE 2021-22 CAPITAL IMPROVEMENT PLAN

Minutes of an electronic meeting of the City Council of the City of Grand Haven, Ottawa County, Michigan,
held virtually, on May 17, 2021 at 7:30 p.m. local time:

Present: Members Dora, Cummins, Scott, Fritz, and Monetza
Absent: Members NONE

The following resolution was offered by Council Member Dora, and seconded by Council Member Fritz:

WHEREAS a 2021-22 Proposed Budget (including amendments to the 2020-21 budgets where
necessary) was developed by City Administration and discussed in detail at a City Council
work session on April 19, 2021 and presented at a public hearing held on May 3, 2021,
and
WHEREAS a proposed General Operating millage (including Brownfield debt support and street
repairs millage), a proposed Community Center renovation millage, proposed 2008 and
2015 infrastructure bond debt service millages, a proposed Public Transportation millage,
a proposed Tri-Cities Museum millage, a proposed Council on Aging millage, a proposed
Ottawa County Road millage and a proposed Grand Haven Main Street Downtown
Development Authority (MSDDA) millage have been calculated by City Administration
pursuant to various State laws, as amended, presented at a City Council work session on
April 19, 2021, and presented at a public hearing held on May 3, 2021, and
WHEREAS a proposed compilation of various fees for services was developed by City Administration,
presented at a City Council work session on April 19, 2021, and presented at a public
hearing held on May 3, 2021, and
WHEREAS a capital improvement plan was developed by City Administration, discussed and
modified at a City Council work session on April 19, 2021, and presented at a public
hearing held on May 3, 2021, and
WHEREAS the public hearings was held in accordance with PA 43 of 1963 and the Open Meetings
Act, 1976 PA 267, and
WHEREAS at least seven days have passed since the May 3, 2021, public hearing,

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Uniform Budgeting and Accounting
Act (Public Act 2 of 1988) and Public Act 621 of 1978, as amended, City Council adopts
the 2021-22 Budget of all governmental funds on a departmental basis as shown in the
All Funds Summary of Revenue and Expenditures attached to this resolution:
## FUND REVENUE EXPENDITURES

<table>
<thead>
<tr>
<th>FUND</th>
<th>REVENUE</th>
<th>EXPENDITURES</th>
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<tbody>
<tr>
<td>General Fund</td>
<td>$12,624,465</td>
<td>$13,571,022</td>
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<tr>
<td><strong>Special Revenue Funds:</strong></td>
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<tr>
<td>Major Streets Fund</td>
<td>$1,701,775</td>
<td>$2,019,333</td>
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<td>Local Streets Fund</td>
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<td>$1,329,239</td>
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<td>2008/17 Infrastructure Bond Special</td>
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<td>$712,414</td>
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<td>Revenue Fund</td>
<td></td>
<td></td>
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<tr>
<td>2014 Capital Improvement Special</td>
<td>$455,200</td>
<td>$430,200</td>
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<td>Revenue Fund</td>
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<td></td>
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<tr>
<td>2015 Infrastructure Bond Special</td>
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<td>$477,400</td>
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<tr>
<td>Revenue Fund</td>
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<td></td>
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<tr>
<td>Housing Fund</td>
<td>$150,550</td>
<td>$150,440</td>
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<tr>
<td>Grand Landing Brownfield Debt</td>
<td>$451,000</td>
<td>$1,467,644</td>
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<td>Support Fund</td>
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<tr>
<td><strong>Debt Service Funds:</strong></td>
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<tr>
<td>2008/17 Infrastructure Bond Debt</td>
<td>$712,414</td>
<td>$712,414</td>
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<td>Service Fund</td>
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<tr>
<td>2014 Capital Improvement Bond Debt</td>
<td>$430,200</td>
<td>$430,200</td>
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<td>Service Fund</td>
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<tr>
<td>2015 Infrastructure Bond Debt</td>
<td>$477,400</td>
<td>$477,400</td>
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<td>Service Fund</td>
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<td>2020 Warber Drain Bond Debt Service</td>
<td>$68,567</td>
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<tr>
<td>Fund</td>
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<tr>
<td><strong>Component Unit Funds:</strong></td>
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<tr>
<td>Economic Development Corporation</td>
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<td>Fund</td>
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<tr>
<td>Main Street Downtown Development</td>
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<td>Auth Fund</td>
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<tr>
<td>Downtown TIF Revenue Fund</td>
<td>$646,325</td>
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<td>Downtown TIF Debt Fund</td>
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<td>Brownfield Redevelopment Auth Fund</td>
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<td>Brownfield LBRF TIF Revenue Fund</td>
<td>$117,600</td>
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<td>Brownfield TIF Grand Landing</td>
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<td>Revenue Fund</td>
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<td>Brownfield TIF Grand Landing</td>
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<td>$1,785,500</td>
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<tr>
<td>Debt Fund</td>
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<td></td>
</tr>
</tbody>
</table>

and

**BE IT FURTHER RESOLVED** that the Capital Projects Funds, Enterprise Funds, Internal Service Funds, Fiduciary Funds and other Enterprise and Intergovernmental Authorities Funds under the responsibility of the City of Grand Haven as noted in the proposed budget document be included in the final approved budget document, and
BE IT FURTHER RESOLVED that, in accordance with Section 19 (2) of the Uniform Budgeting and Accounting Act (Public Act 2 of 1968, as amended), authority is hereby given to the City Manager to allow transfers between appropriation accounts within all department totals in all funds, and

BE IT FURTHER RESOLVED that amendments to all funds may be made to not unduly withhold from payment appropriate expenditures within any fund upon joint recommendation of the City Manager and Mayor with subsequent approval by the City Council, and

BE IT FURTHER RESOLVED, that in accordance with Section 16 (2) the Uniform Budgeting and Accounting Act (Public Act 2 of 1968), as amended, the 2020 millage rates to be spread upon all properties within the City of Grand Haven are as follows:

<table>
<thead>
<tr>
<th>Millage</th>
<th>Millage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Operating Millage:</td>
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<tr>
<td>Undesignated</td>
<td>9.6314</td>
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<tr>
<td>Designated:</td>
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<tr>
<td>Street Resurfacing</td>
<td>0.2500</td>
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<tr>
<td>Streets Program</td>
<td>0.1000</td>
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<td>Grand Landing Debt Support</td>
<td>0.7500</td>
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<tr>
<td>Total General Operating Millage</td>
<td>10.7314</td>
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<tr>
<td>Community Center Millage (voted)</td>
<td>0.7446</td>
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<tr>
<td>Transportation Millage (voted)</td>
<td>0.6000</td>
</tr>
<tr>
<td>Tri-Cities Museum millage (voted)</td>
<td>0.2406</td>
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<tr>
<td>Council on Aging millage (voted)</td>
<td>0.2368</td>
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<tr>
<td>2008 Infrastructure Bond millage (voted)</td>
<td>1.0000</td>
</tr>
<tr>
<td>2015 Infrastructure Bond millage (voted)</td>
<td>0.9000</td>
</tr>
<tr>
<td>MSDDA Millage</td>
<td>1.6821</td>
</tr>
<tr>
<td>County Road Millage (up to authorized limit)</td>
<td>0.5000</td>
</tr>
</tbody>
</table>

and

BE IT FURTHER RESOLVED that the City Clerk is authorized to certify to the City Treasurer and City Assessor the millage rate to be spread upon all properties within the City which the City Council has determined shall be raised to support the proposed budget, and

BE IT FURTHER RESOLVED that the one percent (1%) tax collection fee as provided under Section 44 (3) of the General Property Tax Act (Public Acts 206 of 1893, as amended) shall be assessed, and

BE IT FURTHER RESOLVED that the fee schedule and the capital improvement plan as described in the 2021-22 Proposed Budget are hereby adopted.

YEAS: Members Dora, Cummins, Scott, Fritz and Monetza

NAYS: Members NONE

ABSENT: Members NONE

Resolution declared adopted.
CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Grand Haven, County of Ottawa, State of Michigan, at a regular meeting held on May 17, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act (Act 267 of the Public Acts of 1976, as amended) and that the minutes of said meeting were kept and will be available as required by said Act.

Linda L. Browand, City Clerk
Tonight, City Council will be approving, subject to audit, bills for this period, totaling as follows:

$1,036,073.66  Total Approved Bills
$83,906.36  Minus eligible bills for release without prior approval: including Utility,
Retirement, Insurance, Health Benefit, and Tax Collection Funds

$964,172.30
Michigan Municipal League
P.O. Box 7409
Ann Arbor, MI 48107-7409
800-653-2483

Grand Haven

Date: 05/01/2021
Membership Period: 07/01/2021 - 06/30/2022

* MML Dues
  ** Legal Defense Fund

Current Balance

5,203.00
520.00

$5,723.00

Total Due by July 01, 2021:
$5,723.00

Please sign, date and return one invoice copy with your payment.

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

(Signature)

(Date)

* MML dues include annual subscriptions to The Review for your officials at $12.00 per subscription, which is 50% of the regular subscription rate.

** The Legal Defense Fund is an optional charge. The purpose of the Fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact.

See what the League can do for you by visiting www.mml.org
Dear Ms. Linda L. Browand, CMMC/CMC,

On behalf of the Michigan Municipal League, we hope you and your fellow civil servants are doing well as you continue providing essential services during this unchartered time. The COVID-19 pandemic has caused physical illness of residents and employees, mental anguish and isolation, economic loss, and uncertainty about the future. Like you, we have experienced these deeply troubling concerns while also striving to be an essential resource for our constituents—that includes you and the family of communities in Michigan.

Over the past year, we hope you’ve found value in our Coronavirus resource page accessible at mml.org. While the initial onslaught of regulatory orders are behind us, there are still many useful webinars and resource guides that answer critical questions communities are facing now. Front and center in this moment are the various funding opportunities every community in Michigan, including yours, will have access to because of our collective effort to shape and make law the American Rescue Plan Act. This federal relief package is historic in size and scope; it delivers major investments in our communities that will improve the quality of life for Michigan residents.

Supporting your stewardship of this funding is a top priority of ours for the coming years. That support extends beyond helping you access resources within varying government agencies. We are also facilitating learning and idea exchanges of the most impactful public service ventures and partnerships that provide lasting, positive change for your residents. We refer to this approach as community wealth building, an intentional, block-by-block strategy that builds shared and individual assets, creating resilient and adaptable systems that address social and economic needs.

Developing cutting edge solutions that help secure a prosperous future, like community wealth building, while continuing to provide the services constituents need right now through blue skies and dark storms is simply who we are. And to be clear, who we are is a reflection of you and your impact.

That’s why the League Board of Trustees comprised of municipal leadership from across the state have worked very hard to ensure dues remain low. As result, this year we are passing along a modest 1.4 percent inflationary adjustment to League dues.

The true power of the League comes from you and the combined voices and actions of communities that make Michigan the place nearly 10 million people call home. Your Michigan Municipal League membership is one of the best investments your community can make. We hope you will maximize your membership by contacting us with your questions, and by actively participating in League webinars and future events. Thank you for your support and for your leadership. Because of you, we are confident brighter days are ahead.

Sincerely,

Daniel P. Gilmartin
Executive Director & CEO

William Wild
President, 2020-2021

We love where you live.
Dear Michigan Municipal League Customer,

Michigan Municipal League is providing you with the necessary banking information to begin paying your invoices by EFT (Electronic Funds Transfer), via ACH system if you choose.

Our Electronic (ACH) Banking/Financial Institution Information is as follows:

<table>
<thead>
<tr>
<th>Bank Name:</th>
<th>Bank of Ann Arbor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name on Bank Account:</td>
<td>Michigan Municipal League</td>
</tr>
<tr>
<td>Bank Transit/ABA #:</td>
<td>072413735</td>
</tr>
<tr>
<td>Bank Account #:</td>
<td>0100013713</td>
</tr>
<tr>
<td>Type of account:</td>
<td>Checking</td>
</tr>
<tr>
<td>Bank Address:</td>
<td>125 S 5th St, Ann Arbor, 48107</td>
</tr>
</tbody>
</table>

Our vendor information is as follows:

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Michigan Municipal League</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Address:</td>
<td>PO Box 7409, Ann Arbor, MI 48107-7409</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Michelle Hooker</td>
</tr>
<tr>
<td>Remittance Advice Email *</td>
<td><a href="mailto:achreceived@mml.org">achreceived@mml.org</a></td>
</tr>
</tbody>
</table>

* To expedite application of your payment, please send a remittance advice to the email above.

Please feel free to contact us if additional assistance is needed.

Sincerely,

Katie Farver

Katie Farver (kfarver@mml.org)
Accounting Manager
The following individual has been nominated for the MTPP Board of Director position in Zone 5. Please indicate your choice by checking the box preceding their name.

☐ Judy Maike - Supervisor, Everett Township

Biography: Seeking Election. Judy grew up on a farm in Saginaw County and moved to Newaygo County in 1973. She became involved with Everett Township when appointed to the Planning Commission and Library Board, and later elected as Trustee and most recently, serving her third term, as Township Supervisor. Judy is also an active real estate broker and works with her daughter in the business.

Please return this original ballot form. Photocopies will not be accepted as a valid vote.

To receive consideration, this original ballot must be postmarked no later than June 20th, 2021.
TO: Pat McGinnis, City Manager
FROM: Rhonda Kleyn, Neighborhood Development Coordinator
RE: Permission to accept grant award
DATE: May 20, 2021

The Grand Haven Area Community Foundation has awarded Neighborhood Housing Services $15,000 through the Community Relief and Recovery Fund. The funds have been awarded to support low to moderate income households with increased construction costs associated with NHS’s homeowner repair grant programs.

There is an established cap of $1800 per household so at a minimum this grant can provide gap funding for 8 households.

This memo is to request permission to accept the funds.
GRANT AGREEMENT

THIS AGREEMENT, dated May 7, 2021 by and between the Grand Haven Area Community Foundation, a Michigan nonprofit corporation, whose address is One South Harbor Drive, Grand Haven, Michigan 49417 (the “Foundation”) and City of Grand Haven, a tax-exempt organization under the Internal Revenue Code, whose address is 519 Washington Street Grand Haven, MI, 49417 (the “Grantee”), with reference to the following facts and circumstances.

A grant (the “Grant”) has been awarded to the Grantee by the Foundation for those specific purposes only which are described in Grantee’s Grant Application (the “Application”).

Specific particulars concerning the Grant are:

Date Grant awarded by Board of Trustees: May 27, 2021
Program/Project*: Neighborhood Housing Services – support low to moderate income households with construction costs associated with Homeowner Repair Grant Program
Grant number: 202128891
Grant amount: $15,000.00
Foundation Fund: Community Relief and Recovery Fund of the Grand Haven Area Community Foundation

*Please refer to Section VII for any special conditions or restrictions regarding this grant.

This Agreement is being entered into by the Foundation and the Grantee to set forth the terms and conditions of the Grant.

In consideration of the Foundation making the Grant to the Grantee, the Grantee accepts all of the terms and provisions of this Agreement and the parties agree as follows:

I. Public Information

Compliance with the public information requirements of the Grant Agreement is required to retain the Grant and to be eligible for possible future financial assistance from the Foundation. Please refer to Guidelines for Communicating about Your Grant on page 3.

II. Grant Payment

Grant funds will be released when a signed Grant Agreement is received by the Foundation office. Please allow at least two weeks for check processing. If special conditions of the grant have been specified in Section VII below, documentation must have been received by the Foundation from Grantee evidencing Grantee’s full compliance before grant funds will be distributed.

The Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under the Grant, to require a refund of any unexpended Grant funds, or both, if, in the Foundation’s judgment:

1. Grant funds have been used for purposes other than those addressed by this Agreement and/or the Application;
2. Such action is necessary to comply with the requirements of any law or regulation affecting the Foundation including, but without limitation, Grantee’s failure to maintain in good standing its status as a tax exempt organization under the Internal Revenue Code; or
3. Grantee’s performance under the Grant has not been satisfactory. The Foundation, in its sole and absolute discretion, will determine whether performance is satisfactory.
III. Expenditure of Funds

A. The Grant is to be used only for the purposes described in the Application. The program/project funded by the Grant may only be modified with the Foundation’s prior written approval.

B. Grantee shall return to the Foundation any unexpended funds at the completion of the project/program.

C. The Grantee shall maintain its books and records so as to show, and separately account for, all funds received under this Grant. These books and records shall be maintained in a manner consistent with general accepted accounting practices and shall be retained for five (5) years after the final Grant payment. Grantee shall permit the Foundation to have reasonable access to its books and records, files, and personnel during the term of the Grant and for five years after the final Grant payment for the purpose of making financial audits, verifications, or program/project evaluations.

IV. Grant Evaluation

The Grantee shall complete an evaluation upon completion of the grant project period. Please contact Holly Cole, Vice President of Grants & Program at hcole@ghacf.org for further information.

The Foundation may also require Grantee to make quarterly or semi-annual reports during the funded program/project with such information pertaining to the Grant and the funded program/project as the Foundation determines necessary.

V. Grant Expiration

The Grant will be considered expired if it has not been used as outlined in this Grant Agreement within two years of the date of Grant. If Grantee does not anticipate meeting this deadline, a letter requesting an extension must be sent a minimum of two weeks prior to this deadline. A decision regarding any possible extension will be made by the Foundation and communicated in writing to the Grantee.

VI. Miscellaneous

A. All correspondence (including all required reports) and questions relating to the Grant from the Foundation to Grantee shall be directed to Holly Cole, Vice President of Grants & Program.

B. This Agreement and the Application contain the entire agreement and understanding between Grantee and the Foundation. In case of a conflict between this Agreement and the Application, the terms of this Agreement shall control.

C. The individual signing this Agreement represents to the Foundation that he/she has the authority to sign this Agreement on the Grantee’s behalf.

VII. Special Conditions of the Grant

These funds are to support low to moderate income households with increased construction costs associated with the homeowner repair grant program.

By signing below, Grantee agrees to the terms set forth in this Grant Agreement.

Grantee: ____________________
Authorized Representative: ____________________

Dated: 5/26/21
Competitive Grant Communication Guidelines

Congratulations on your recent grant from the Grand Haven Area Community Foundation! Sharing the news of your grant provides an opportunity to promote your good work, recognize the Foundation and its generous donors for this support, and can further promote philanthropy in the Tri-Cities.

The following guidelines are intended to assist you in communicating about your grant. Please forward this information to the appropriate staff member(s) within your organization.

1. General publicity on your grant:
   - Include news of your grant in publications, press releases, newsletters, brochures, annual reports, website, Facebook, Twitter, blogs, reports, direct mail, or other outreach materials.
   - Include the Community Foundation’s logo on your website, in advertisements, signage, programs, brochures, etc. as appropriate. Please contact Holly Cole at hcole@ghacf.org for an electronic version.
   - If you or staff members/volunteers are interviewed by any media source about your program or project, please be sure to tell them about your grant from the Community Foundation.
   - Whenever referencing support from the Foundation, please be sure to acknowledge the names of the Foundation Funds listed on Page 1 of your Grant Agreement.

2. Seeking prior approval:
   All materials that use the Foundation’s name and logo, including press releases, need to be approved by the Community Foundation prior to publication or distribution. This gives us the opportunity to provide additional information and to include a quote or a photograph, in the case of press releases.

3. Keep us informed:
   - We are very interested in sharing stories that show the progress and success of your grants. Please let us know about special events, particular clients whose lives are improved (of course, we will honor confidentiality and privacy), photo opportunities, and key milestones we may want to share with our donors.
   - Please send us copies of final versions of any materials that mention your grant from the Grand Haven Area Community Foundation.

4. Photographs:
   - Please send us copies of photographs, or better yet, invite us to come take some photographs of your program or project in action. These photographs may be used in Community Foundation print and/or web publicity, so be sure to get photo releases from participants.
TO: Patrick McGinnis
FROM: Rhonda Kleyn
DATE: May 23, 2021
SUBJECT: Contract Renewal-Lynne Balkema

Lynne has provided invaluable services to our clients since 2009. Her years of experience and depth of knowledge provide support and assistance to our department that allow us to provide excellent housing counseling, new ways to assist clients as well as enrich relationships with outside agencies and partners. In 2018 Lynne passed her certification test to become a HUD Certified Housing Counselor and played a role in assisting the agency to become HUD certified in 2019. Lynne is highly respected by our MSHDA and HUD leaders. Lynne will be providing the pre and post purchase housing counseling services to all potential community land trust homebuyers.

The contract term is for 7/1/2021 to 6/30/2022 for 16 hours per week and will not exceed 24 hours per week. The contractor will be paid a rate not to exceed $19.00 per hour. The annual HEP grant, the federal HUD grant and the funds we receive from the surrounding municipalities all support Lynne’s salary.

The contracted individual will be responsible for providing counseling services to residents of Ottawa and Muskegon Counties for pre-purchase education, foreclosure intervention, rental counseling, homeless counseling and post-purchase counseling. This individual will also provide administrative assistant services. This grant funded provider will also provide income analysis to qualify individuals applying for housing grants provided by the City of Grand Haven.

I am requesting that Council authorize the Mayor and Clerk to sign the new agreement effective 7/1/2021-6/30/2022.

Respectfully,
Rhonda Kleyn
Professional Services Agreement

This Agreement, dated 7/1/2021 made and entered into by and between the City of Grand Haven (hereinafter referred to as “the City”) and Lynne Balkema (hereinafter referred to as “the Contractor”) an independent contractor whose address is 14711 Parkwood Drive, Grand Haven, MI 49417.

Whereas, the City desires to engage with a private contractor to render certain professional services for the City; and

Whereas, the Contractor desires to provide said professional services to the City and agrees to do so for compensation based upon services rendered and expenses incurred pursuant to the terms and conditions hereinafter set forth in this Agreement; and

Whereas, the City has been certified as a HUD local housing counseling agency, to provide pre-purchase homebuyer education and foreclosure intervention counseling as well as to provide funding for first time home buyers and existing home owners for the purchase and repair of single family homes; and

Whereas, the City intends to provide these services to satisfy the needs of area residents; and

Whereas, the Contractor has been trained and certified in HUD’s required counseling services; and

Whereas, the activities and services provided pursuant to this Agreement shall include, but are not limited to, Housing Education Services, which include: foreclosure intervention counseling, group and one on one home buyer education, financial capacity counseling and pre and post purchase counseling. The Contractor shall facilitate income verification appointments for Home Purchase Rehab and Acquisition Development Resale and other home owner repair programs. The Contractor shall facilitate appointments for the Neighborhood Impact Program by following a task oriented time line which includes working with client to gather all required documents and communicating with bank partner and Neighborhood Development Coordinator. Contractor will work to build counseling programs and counseling referral network and assist with screening applicants for any other housing services. Contractor will provide guidance, instruction and advanced facilitation to clients regarding procedures, forms and other requirements to complete necessary paperwork. Contractor will also provide clients with adequate and complete information for program qualification purposes. Contractor agrees to maintain all industry required certifications and internal compliance requirements. Contractor will attend community meetings to assist with department marketing/advertising. Additionally, Contractor will provide Administrative Assistant Services, which include: answer department phone, greet clients, provide intake, supply potential clients with proper intake documents and complete all file management tasks to assist department in maintaining 100% accurate MSHDA and HUD compliant files. Contractor agrees to fill her time outside of hours spent in counseling sessions assisting Neighborhood Development Coordinator in researching grant opportunities, researching potential properties for rehab and assisting with staff training.

Now, therefore, the City and the Contractor in consideration of their mutual covenants, agree as follows:

**SCOPE OF SERVICES**

A. The Contractor will provide 16 hours of service per week but not to exceed 24 hours of service per week to provide the services detailed above. The contractor will be paid a rate not to exceed $19.00 per hour.

B. Necessary materials, supplies and equipment will be purchased or otherwise acquired by the City; and
C. The City will pay Facility, utility and/or other costs as may be incurred in connection with the work described in Agreement; and

**CHANGES IN THE SCOPE OF SERVICES**
There will be no change in the scope of services as described in this Agreement unless the change is reflected in a written amendment to this Agreement signed by the City and the Contractor.

**TIME OF PERFORMANCE**
Performance of the services described in this Agreement shall begin upon receipt by the City of a properly executed copy of this Agreement, which shall be considered approval of such commencement by the Contractor. The Time of Performance shall extend to June 30, 2022 and renew annually (fiscal year) provided funding remains available. The Time of Performance may be adjusted by agreement of the two parties.

**THE CONTRACTOR**
The Parties agree that Contractor is the Contractor retained to perform Services for the City. Contractor has no independent authority to act for or on behalf of the City except as provided in this Agreement. No other power, authority, or use is granted or implied.

**CONTRACTOR COMPENSATION**
The City shall pay the Contractor, pursuant to the direct and indirect costs listed above (A through C).

**PERSONNEL**
The Contractor, to develop and manage the City’s Neighborhood Housing Services Counseling program, shall coordinate their activities with the Neighborhood Development Coordinator in the Department Community Development in accordance with the terms and conditions of this Agreement.

**SITES AND FACILITIES**
The City shall work with the Contractor to provide or arrange for sites and facilities for program activities.

**TERMINATION**
Either party, upon a two (2) week written notice to the other, may terminate this Agreement in whole or in part at any time with or without cause.

**INSURANCE**
The Contractor shall be responsible for all necessary insurance costs.

**APPLICABLE LAW AND NON-DISCRIMINATION**
The City and the Contractor shall, throughout the term of this Agreement and with respect to all program activities, fully comply with all applicable local, state, and federal laws, regulations, grant donations, and contract provisions including, but not limited to, the provisions of this Agreement.

**SEVERABILITY**
Should any section, part or provision of this Agreement be held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such holding shall not be construed as invalidating the remaining provisions of this Agreement.
ENTIRE CONTRACT
This contract is the entire Agreement between the City and the Contractor with respect to the Neighborhood Housing Services programs of the City. As such, it supersedes and replaces all prior understandings and agreements, whether verbal or written, between the parties.

In Witness Whereof, the parties hereto have made and executed this Agreement.

City of Grand Haven, Ottawa County, Michigan:

By: Robert Monetza, Mayor

And By: Linda L. Browand, City Clerk

Lynne Balkema, Contractor
TO: Pat McGinnis, City Manager
FROM: Char Seise, Community Affairs Manager
DATE: 5/22/2021
SUBJECT: Marina Seasonal Slip Rental

Attached you will find a seasonal slip rental agreement for slip 25 at the Grand Haven Municipal Marina. This slip will be occupied by Roger Jansen and Kenneth Jansen for the 2021 season. The agreement provides access to the marina from June 7, 2021 through October 12, 2021. Mr. Jansen was allowed to occupy the slip as a transient boater beginning May 25th through June 6th, with the expectation of City Council approval.

Liability insurance has been provided and a copy is enclosed. A $500 deposit has been paid and the balance of $3680 will be collected once the agreement has been signed.

I respectfully request the signatures of the Mayor and City Clerk to finalize this agreement.
2021
GRAND HAVEN MUNICIPAL MARINA
SEASONAL SLIP RENTAL AGREEMENT

Name: ROGER JANSEN (KENNETH JANSEN)
Address: 5042 W. VILLAGE TRAIL
City: ADA, MI Zip: 49301
Cell phone: 616.581.2755 Emergency Phone: (616) 304-2747
Email Address: roger.jansen@affiliate.msu.edu
Boat Name: NA  Boat Make: Regal
Registration #: MC TBD  Power: X  Sail:  Year: 2008
Length: 40'  Beam: 13  Draft: 7
Insurance Carrier: Progressive  Policy #: 

Designee: Phone#:

THIS LICENSE AGREEMENT, entered into this May 21, 2021, between the City of Grand Haven (CITY) and Roger Jansen (LICENSEE), is subject to the following terms and conditions:

1. Grant of License: Licensee is hereby granted a license for use of a boat slip for the 2021 boating season at the Grand Haven Municipal Marina, Grand Haven. Licensee agrees not to occupy slip until payment has been received, in full, by the CITY. This agreement is renewable annually by first right of refusal, for a time not to exceed three years.

2. Assignment: This License Agreement is granted to a specific LICENSEE, OWNER OF THE SPECIFIC BOAT DESCRIBED ABOVE, AND IS NOT ASSIGNABLE TO ANY OTHER PERSON, and BOAT OR ENTITY. Partial disposition to the LICENSEE must be reported to and accepted in writing by the CITY to continue the grant of this LICENSE AGREEMENT in full force and effect. The assignment of a clip for a seasonal renter is for the length of the watercraft only. The City reserves the right to raft behind any seasonal renter, provided adequate notice is given that renter, if possible.
3. **Limited Use of License Agreement:** It is agreed that the purpose of this License Agreement is to dock the boat described herein at the subject harbor and that the subject boat is to be utilized exclusively for the personal recreational use of the LICENSEE. Any commercial use of the boat by the LICENSEE and/or his/her assigns is a violation of the LICENSE AGREEMENT and will result in the immediate termination of same and loss of all rights and privileges hereunder.

4. **Auxiliary Craft:** Dinghies or other auxiliary craft of a size suitable to be carried on board the boat may be water-stored in the slip so long as this storage does not extend beyond the limits of the assigned slip, and providing the dinghy is removed from the slip when the boat is out of the subject harbor for more than one day.

5. **Staffing Schedule:** The City of Grand Haven dock is staffed by seasonal CITY personnel according to the schedule set forth on the final page of this LICENSE AGREEMENT (hours may vary due to slow traffic, inclement weather or seasonality of staff). Utilities and services will be provided, where available, according to this schedule. LICENSEE may, at his/her own risk, occupy a slip prior to and after the dates in the staffing schedule, but no later than October 31, provided LICENSEE shall indemnify, hold harmless and defend the CITY for any and all losses, damages, or injuries resulting from LICENSEE'S occupation of said slip outside the staffing schedule. CITY reserves the right to adjust the staffing in the event of an emergency, facility breakdown, or personnel shortages. CITY further reserves the right to terminate, or suspend, the electrical and water services provided in the event of an emergency, facility breakdown, or due to the effects of high or low water levels.

6. **Rentals to Transients:** To maximize public utilization of the boating facility, LICENSEE agrees to notify CITY of LICENSEE’S planned departure and return dates whenever a boat trip of 24 hours or more is contemplated by LICENSEE. CITY reserves the right to rent the slip described herein to transient users whenever LICENSEE vacates the facility for 24 hours or more, notwithstanding notification, in any by LICENSEE.

7. **Limitation of Liability:** LICENSEE covenants not to sue the CITY or any of its departments, commissions, officers, employees, and agents from and all liability to LICENSEE, its officers, employees and agents, for all losses, injury damage to person or property, or death, and any claims or damages therefore, arising under, or in any manner related to, the privileges granted in this permit, whether caused by the CITY, or any of their officers, employees, or agents.

8. **Indemnification:** LICENSEE covenants and agrees to save harmless the CITY, and all of its departments, agencies, boards, commissions, officers, employees, and agents from any and all claims, demands, judgments, and expenses or in any manner related to (a) this License Agreement or (b) the use or occupancy of the premises that are the subject of this License Agreement, as well as any other CITY owned amenities at this facility.

9. **Insurance:** LICENSEE agrees to arrange for the boat to be covered by a marine insurance policy (hull coverage and protection and indemnity liability coverage), to identify LICENSEE’S insurance company and the relevant policy number on the first page of the License Agreement and to provide CITY with a copy of said policy on demand.

10. **Registration:** LICENSEE agrees to register boat with a valid and current State of Michigan registration or a valid and current registration in the state where the boat is registered, unless the vessel is documented. A copy of this registration must be provided.

11. **Termination by CITY:** The CITY shall have the right to terminate the License Agreement without cause by giving notice in writing to LICENSEE 72 hours prior to such termination; provided that the LICENSEE shall be entitled to a prorated refund of the rental fee, if any, paid in advance; and provided further, that no refund shall be made if termination of the permit is due to LICENSEE’S violation of any of the terms and conditions of this permit or the rules and regulations in effect.
at the facility or such other reasonable rules and regulations as the CITY may publish, post and/or distribute from time to time.

12. Termination by LICENSEE: The LICENSEE shall have the right to terminate this License Agreement by giving notice to the CITY at least 72 hours in advance of such termination. If the termination is made prior to July 1 of the year in question, LICENSEE shall be entitled to a 50% refund of the rental fee, if any, paid in advance. If the termination is made after July 1 of the year in question, LICENSEE shall not be entitled to a refund, but if the assigned boat slip is subsequently rented by the CITY for the balance of the season, a prorated refund of up to 50% of the rental fee will be made to the LICENSEE. The CITY shall not, however, be required to re-rent the vacated slip.

13. Removal of Vessel Upon Termination of Permit: LICENSEE agrees to remove or cause the boat and equipment thereon to be removed within (10) days after the expiration of the License Agreement. If the LICENSEE fails to remove the boat and equipment thereon in a timely fashion at the termination of this License Agreement, the CITY shall have the option of:
   a. Charging Licensee daily rent upon a prorated basis for the space occupied: or
   b. Pursuing any other remedy available under the law

14. Promissory Lien: The CITY shall be entitled to a possessory lien on said boat for any and all monies owned by the LICENSEE to the CITY for said slip, storage, work performed, services rendered and materials furnished to the LICENSEE or his/her boat.

15. Emergency: In the event of an emergency affecting the boat or other boats or persons or property, the CITY at its sole discretion, reserves the right to move the boat, provided that the CITY shall not be required to provide this service. LICENSEE shall indemnify and hold the CITY safe and harmless from any and all liability, injury, loss or damage caused by or resulting to LICENSEE's boat due to an emergency situation.

16. Compliance with Local Ordinances: LICENSEE agrees to comply with all laws and all police, fire, and sanitary regulations and all other Ordinances of this Municipality, the County, the State of Michigan, and any other governmental authority having jurisdiction over the CITY'S premises.

17. Waiver: Waiver of a violation of any of the foregoing terms and provisions shall not be construed as a waiver of any subsequent violation or violations.

18. Severability: It is mutually understood and agreed that all terms and provisions contained in the Permit are severable, and that in the event any provisions shall be held invalid by a competent court, this Permit shall be interpreted as if such invalid term or provisions were not contained in the License Agreement.

19. Construction: The License Agreement shall be construed and interpreted according to the law of the CITY.

20. Rules and Regulations: The LICENSEE agrees to comply with the terms and conditions of the LICENCE AGREEMENT, and the rules and regulations governing use of the CITY's facilities and such other reasonable regulations as the CITY may publish, post, and/or distribute from time to time.

21. Licensee Designee: If the Licensee lives more than 25 miles from the marina, a local designee must be named and be available to respond to inquiry from city staff within a 1 hour period of time in the event of an emergency.
Estimated Schedule of Services:
Water, Electricity, Private Restroom/Showers, WIFI available, not guaranteed

Attendants Schedule:
May 12, 2021 through October 12, 2021, 7 days, 8 a.m. - 8 p.m.
(Hours of operation may vary based on seasonality of staff, slow traffic, or inclement weather)

Payment Schedule:
$500-Deposit paid 5/21/2021 for the 2021 season
Remaining balance of $3,680

2021 Slip Cost: $4,180

*-$500 deposit due by October 12, 2021 for the 2022 season*

New contracts will be signed annually for a term not to exceed three years. On the anniversary of the commencement date starting the second year (or 13th month), the Base License Fee shall be adjusted consistent with the Consumer Price Index as used by the State of Michigan Treasury in permitting taxable value increases in Michigan under Proposal A.

Each licensee will have the first right of refusal to renew their seasonally slip. A new license agreement will be signed annually.
Step 3: Confirmation and Receipt

Result: Payment Authorized
Confirmation Number: 94463407

Your payment has been authorized successfully and payment will be processed.

The City of Grand Haven thanks you for your payment. For questions about your account, please call 616-842-3210 Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

<table>
<thead>
<tr>
<th>My Bills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>Community Center Rentals payment of $500.00 on Last Name Jansen</td>
</tr>
<tr>
<td>Subtotal</td>
</tr>
<tr>
<td>Convenience Fees</td>
</tr>
<tr>
<td>Total Payment</td>
</tr>
</tbody>
</table>

Customer Information
- Last Name: Jansen
- Address: 5042 west avenue
- City: Ada
- State: Michigan
- Zip Code: 44001
- Phone Number: 616-842-3763
- Email Address: Roger.Jansen1022@gmail.com

Payment Information
- Payment Date: 03/01/2021
- Card Type: Visa
- Card Number: ...

Thank you,
Verification of Insurance for
Roger Jansen and Melanie Jansen

This verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of the policies.

Please accept this letter as verification of insurance for this policy.

Policy and driver information

Policy number: 949389510
Policy state: Michigan
Policy period: May 25, 2021 - May 25, 2022

Drivers: Roger Jansen
Melanie Jansen

Address: 5042 W Village Trail
Ada, MI 49301

Watercraft information

Watercraft: 2008 Regal 4060 Commodore
Hull identification number: RQMLA317K708
Rating base: $218,000

Coverage information

Bodily Injury Liability: $500,000 combined single limit
Property Damage Liability: $500,000 combined single limit
Collision: Deductible: $500 deductible
Comprehensive: Deductible: $500 deductible

Additional interest

Grand Haven Municipal Marina
101 N Harbor Drive
Grand Haven, MI 49417
TO: Pat McGinnis  
FROM: Char Seise, Community Affairs Manager  
DATE: June 1, 2021  
SUBJECT: NEW, Merchants and Makers outdoor market event

Shyle Lyons, on behalf of Merchants and Makers has submitted a special event application to hold an outdoor market on Saturday, July 10th, 2021 from 9 am – 3 pm.

The request is for use of the green space where the Chinook Pier buildings were located. Merchants and Makers is a locally owned business that provides these types of events all over western Michigan. Their market event would include 80 local crafts, makers, and artisans, they will bring their own set up, including pop-up tents, with weights, tables and displays. They would also include two local food trucks (see map) and live acoustic music.

Please see the event application and map that diagrams the requested use of space.

Since outdoor COVID restrictions have been lifted, there will be no COVID requirements at this time. The applicant did submit their plan, along with the review from the OCHD. They are prepared to address this in the event that restrictions return.

There were no staff concerns.

**PUBLIC SERVICES REQUESTED:**  
Use of Chinook Pier green space  
Electricity & Water  
Parking spaces for food trucks  
Barricades  
Food Truck Inspections

**COST OF PUBLIC SERVICES:**  
$175/$100
The following submission came through the Special Event form at GrandHaven.org for your department.

Is this a new event or a recurring event?: New Event

Is this event in a park? If so, a park permit is also required. Park applications are available upon request.:

No

Will this event have a tent that is over 400 square feet? If so, a tent permit must also be filed with the Department of Public Safety.:

No

Does this event include requests for any of the following?:

Cooking on Site, Use of Public Land

First Name: Shyle
Last Name: Lyons
Company Name: Merchants and Makers
Address 1: 1324 Hillcrest St
City: Grand Haven
State: Michigan
Zip / Post Code: 49417
Phone Number: (616) 402-1294
Cell Number: (616) 402-1294
Email: merchantsandmakers@gmail.com
Event Date(s): July 10th
Event Set Up Time: 7am - 9am
Event Time: 9am - 3pm
Event Tear Down Time: 3pm - 4pm
Special Event Name: Merchants and Makers

PLEASE DESCRIBE THE EVENT IN DETAIL, INCLUDING ANY REQUESTED STREET CLOSURES. A quality, juried group of makers. For this event, we would like to set up where the Chinook Pier buildings once were. We ask for the use of the grassy area (which measures 225 ft by 80 ft) and the parking spots that we have marked off on the map (for two local food trucks - if there is access to water and electricity, they would appreciate it, but it is not needed). We understand that we will need to re-create handicap spots in the main parking lot to make up for this. We would have the entrance to the event be on the sidewalk near the water to...
allow space to create a line if needed in a safe location (away from the parking lot). We would have around 80 local makers who would bring their own set ups including pop up tents with weights, tables and displays. We will have staff enforcing all COVID protocols at the time - as outlined in our COVID plan. We will not have any alcohol, and would love to have music if COVID protocols allow and you approve. We generally have relaxing music at our markets - usually no more than two people with acoustic guitars plugged into their own amplification system. We would likely set them up on the sidewalk near the entrance, if allowed, or in the side parking lot near the food trucks.

You can learn more about us here:
https://www.merchantsandmakers.com

We would love to bring our amazing group of makers to the waterfront in Grand Haven. We think that locals and tourists will enjoy it! We have had multiple markets at Baker Lumber in Grand Haven and they are always well attended and enjoyed by all.

File Upload:
GH-MAP.pdf
Screen-Shot-2021-05-19-at-10.57.32-AM.png
Merchants and Makers
Grand Haven Waterfront
Chinook Pier

- Market space will have one entry and one exit to control the number of shoppers in the space at any given time and will run in a ‘one-way’ traffic pattern. Staff will control the number of people in the space by allowing 300 people in, includes vendors, (or whatever the capacity limit is at the time of the event) and then having a line form if needed on the sidewalk (with chalk marks to space groups out 6 ft.) As individuals exit, more individuals will allowed to enter. The event will last for 4-6 hours, and shoppers tend to move though the market reasonably quickly allowing for new shoppers to cycle though. Market will be contained by vendor booths on the exterior of the market space and gaps will be filled in with barricades/fencing as needed.

- Signs will be posted in and around the area for people to maintain social distance and remain masked while participating in the event (if masks are a requirement for outdoor events at that time). We will provide masks and hand sanitizer at the entrance and exit and many vendors will have hand sanitizer at their booths.

- Staff and participating vendors will wear face masks while working directly with the public (if required by current MSDHHS regulations for outdoor events).

- We would intend to have two food trucks in the parking lot. We would ask that shoppers and vendors not congregate near the trucks and that the food be more of a ‘to-go’ option. We will not set up tables or chairs.

- Signs will be posted at the entrance to the event for participants to “self-screen” prior to entering the designated area. During the self-screening, if anyone answers yes to any of the questions below, they will be asked to leave the area immediately.
  - In the past 14 days, have you had close contact (6 ft. or less for 15 minutes or more) with an individual diagnosed with COVID-19?
  - In the past 24 hours, have you experienced atypical cough, shortness of breath, loss of taste/smell?
  - Is your current temperature above 100.4 degrees?
  - Do you have any other symptoms or reasons to believe you may need to be quarantined?
TO: Patrick McGinnis - City Manager  
Derek Gajdos, Director of Public Works

FROM: Matt Wade – Streets & Utilities Manager

DATE: June 1, 2021

SUBJECT: Over Band Crack Fill Project - 2021

On May 26, 2021, bids were opened for Over Band Crack Fill on selected streets within the City of Grand Haven. The RFP was out for bid for two weeks and two bids were received on May 25, 2021. The following bids were opened:

1. Scodeller Construction Inc, 51722 Grand River., Wixom, MI 48393, in the amount of $44,000.00
2. Asphalt Restoration Inc, 7968 W G Ave., Kalamazoo, MI 49009, in the amount of $50,387.04

The Over Band Crack Fill Project is a budgeted item in the 2021-22 Fiscal Year within the Professional Services line items of the Major and Local Street funds for which we have budgeted a combined amount of $52,000.00 for over band crack fill.

Staff recommends that City Council accept the bid proposal from Scodeller Construction Inc. out of Wixom, MI in the amount of $44,000.00, and authorizes the Mayor and City Clerk to execute the agreement.
Date: Wednesday, May 26, 2021
Time: 10:00 am

<table>
<thead>
<tr>
<th>Date Bid Received</th>
<th>Bidder</th>
<th>City, State</th>
<th>Bond</th>
<th>Addendum #</th>
<th>Addendum #</th>
<th>Alternate #</th>
<th>Total Bid Amount</th>
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<tr>
<td>5-25-21</td>
<td>Scodeller Construction Inc</td>
<td>Wixom, MI</td>
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<td>Kalamazoo, MI</td>
<td></td>
<td></td>
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<td></td>
<td>$50,387.04</td>
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</tbody>
</table>
Hey Jen,

Attached is the Overband Crack Fill RFP we discussed on the phone.

Thanks,

Matt Wade
Streets & Utilities Manager
Department of Public Works
City of Grand Haven
1120 Jackson St.
Grand Haven MI, 49417
Office 616.847.3493
Attached is the RFP and addendum removing a redundant section of Harbor Dr. Let me know if you have any questions.

Thanks,

Matt Wade
Streets & Utilities Manager
Department of Public Works
City of Grand Haven
1120 Jackson St.
Grand Haven MI, 49417
Office 616.847.3493
CITY OF GRAND HAVEN
CONTRACTOR SERVICES AGREEMENT

This Agreement is made as of ____________, 2021, between the City of Grand Haven, a
Michigan Municipal Corporation, the address of which is 519 Washington Avenue, Grand Haven,
Michigan 49417, Attn.: City Manager (the “City”), and Scodeller Construction., the address of
which is 51722 Grand River, Wixom, MI 48393, (the “Contractor”).

RECITALS

A. The City wishes to provide for Over Band Crack Fill (the “Project”).

B. To complete the Project, the City requires the services of a contractor to provide
the necessary labor, materials, and equipment for the Over Band Crack Fill as
specified in the Invitation to Bid, Conditions of Contract, and Specifications
attached as Exhibit A and incorporated by reference.

C. The Contractor’s proposal to provide such services is attached as Exhibit B and
incorporated by reference.

D. The City Council, by its action at a meeting held June 7, 2021 selected the
Contractor to complete the Project.

AGREEMENT

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

ARTICLE I
CONTRACTOR’S RESPONSIBILITIES

1.1. Basic Services, Materials and Equipment. The Contractor shall provide the following
services, materials and equipment:

(a) All labor, materials, supplies, tools, equipment, process and other services
necessary for the complete construction of the Project described in this Agreement,
the Invitation to Bid, Conditions of Contract, General Conditions and
Specifications attached to Exhibit A, and incorporated by reference, to the approval
and complete satisfaction of the City.

(b) Any labor, material, supplies, tools, equipment, process or other service which may
have been unintentionally omitted from the description of work but which is clearly
necessary for the proper completion of the Project in a workmanlike manner, shall
be furnished by the Contractor as if it had been specified in the scope of work for
the Project.
(c) Any work and materials rejected by the City or as failing to comply with this Agreement shall be promptly removed and replaced by the Contractor to bring it into compliance. This work shall be done at the expense of the Contractor without cost to the City and shall include making good all work of others destroyed or damaged by removal and replacement.

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

1.2 Additional Services. The Contractor will perform services in addition to those detailed in Section 1.1 of this Agreement only when requested in writing by the City.

1.3 Termination. Should the Contractor fail to satisfactorily perform any of its duties and obligations under this Agreement in a timely fashion, the City may, upon thirty (30) days written notice, terminate this Agreement.

1.4 Insurance. The Contractor shall, before it commences any work under this Agreement, file a Proof of Insurance with the City Clerk.

ARTICLE II
PHASES FOR COMMENCEMENT AND COMPLETION

2.1 Phases. The project shall be commenced and completed per the Invitation to Bid Conditions of Contract, General Conditions and Specifications dated May 12, 2021.

2.2 Commencement and Completion. Work shall commence and not be interrupted until completion on or before November 15, 2021. All parties agree that the timetable may be extended due to unforeseen circumstances as agreed by City Manager or designee and the Contractor.

ARTICLE III
COMPENSATION AND PAYMENT

3.1 Compensation. The City shall pay the Contractor the sum of $44,000.00, provided for in the Contractor’s proposal attached as Exhibit B, for the services performed under Section 1.1 of this Agreement. Additional services as defined in Section 1.2 of this Agreement will be performed for a fee agreed upon in writing prior to the performance of such services.

3.2 Billing and Payment. The Contractor will submit monthly invoices to the City for a pro rata amount of the completed work. All payments, unless reasonably disputed within thirty (30) business days of the City’s receipt of the invoice, shall be paid within forty-five (45) days of the City’s receipt of the invoice, provided that ten percent (10%) of each invoice amount shall be retained by the City until the Project is completed to the City’s reasonable
satisfaction. The Contractor shall present to the City Clerk a Performance Bond in the amount of $0 prior to the start of the project.

3.3 **Liens.** The Contractor, its agents, or sub-contractors shall not place any lien upon any City property or any of its buildings, improvements, fixtures or appurtenances, or any other City property without first securing a valid judgment against the City.

**ARTICLE IV**
**MISCELLANEOUS**

4.1 **Notices.** Any notice or other communications to be given under this Agreement shall be personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.

4.2 **Governing Law.** This Agreement has been executed and delivered in, and shall be interpreted and enforced under, the laws of the State of Michigan. To the extent permitted by law, the state courts of Ottawa County, Michigan shall be the jurisdiction and venue for any litigation or other proceeding between the parties that may be brought by reason of this Agreement.

4.3 **Waiver of Breach.** Neither party’s waiver of a breach of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.

4.4 **Enforcement.** If either party takes legal action to enforce this Agreement, the prevailing party shall be entitled to recover its actual, reasonable costs of such action, including, without limitation, actual, reasonable attorney’s fees.

4.5 **Headings.** The headings in this Agreement are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

4.6 **Entire Agreement.** This Agreement supersedes all previous or contemporaneous agreements between the parties and constitutes the entire Agreement between the parties relating to its subject matter, except for the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached as Exhibit A and the Proposal attached as Exhibit B, both of which are incorporated by reference. No other oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall have any effect, and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into this Agreement, the parties are relying solely upon the representations and agreements in this Agreement and no others.

4.7 **Conflicts.** In case of any conflict between this Agreement and its Exhibits, the terms of this Agreement shall control. In case of any conflict between the Invitation to Bid, Conditions of Contract, and Specifications attached as Exhibit A shall control. The parties have executed this Agreement as of the date first written above.
WITNESSES:  


THE CITY OF GRAND HAVEN  

By:  

Robert Monetza, Mayor  

Linda L. Browand, City Clerk  

THE CONTRACTOR  

By:  

Its:  

By:  

Its:  

By:  

Its:  
May 12, 2021

REQUEST FOR PROPOSALS

NOTICE TO BIDDERS

It is the intent of the City of Grand Haven to receive bids for Over Band Crack Filling services on designated streets in the City of Grand Haven.

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, ATTN: Ms. Linda Browand, City Clerk, before 10:00 a.m. local time, Wednesday, May 26, 2021, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official proposal form attached. Sealed proposal envelopes must be clearly marked on the outside "Over Band Crack Fill Bid - 2021".

Copies of the Requests for Proposals (RFP) that contain the minimum specifications and official proposal forms are available at the City Clerk’s office at City Hall, 519 Washington Avenue, Grand Haven, Michigan 49417; at the Department of Public Works office, 1120 Jackson Street (this is not a mailing address); or online from the City’s Web site: www.grandhaven.org.

Any questions regarding this RFP or the minimum specifications shall be directed to Matt Wade, Streets and Utilities Manager, at 616-847-3493.

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

Derek Gajdos
Public Works Director
City of Grand Haven Department of Public Works
SPECIAL CONDITIONS: Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

APPLICABLE LAWS: The revised code of the state of Michigan, Charter of the City of Grand Haven, and all city ordinances insofar as they apply to the laws of competitive bidding, contracts, and the purchases, are made a part hereof.

WORKMEN'S COMPENSATION: In so far as Workmen's Compensation is concerned, the bidder or contractor agrees to furnish, upon request, certified copies of policies and adequate certificates pertaining thereto as evidence that bidder carries Workmen's Compensation Insurance.

INFRINGEMENTS AND INDEMNIFICATIONS: The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form as part of the work covered by either order or contract, and s/he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages sustained by a party or parties, by or from any of the acts of the contractor, his/her servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the City whenever such insurance is deemed necessary, when so required the types and amounts of insurance to be provided will be set forth in the Bid Document.

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

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

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

QUANTITIES: When approximate quantities are stated, the City reserves the right to increase or decrease the quantity as best fits its needs.

DELIVERY: Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS: Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

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

SAMPLES: Samples, when requested, shall be filed prior to the opening of bids and must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

TAXES: Contractor shall include, and be deemed to have included in his/her bid and contract price, Michigan State Sales and Use Taxes currently imposed by Legislative enactment and as administered by the Michigan Department Treasury, Revenue Division, on the bid date. If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in whole or in part of any Michigan Sales or Use Tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction, whether as a refund or otherwise, shall endure solely to the benefit of the City of Grand Haven.

BID INFORMALITIES AND REJECTION: The City reserves the right to waive any nonconformity, irregularity or informalities in any bid, to negotiate with the selected bidder, and to award the bid in its determination of its best interest.

AWARD: Unless otherwise specified in the Bid Document, the City reserves the right to accept or reject any item in the bid. Unless otherwise stated in the Bid Document, bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

As soon as the Award is made, an order or contract document will be sent to the successful bidder for execution and bond if necessary. If the contract is not executed and returned to the Purchasing Agent within 10 days of the date of sending, the Bid Survey, if required, it will be declared forfeited as liquidated damages.

PAYMENTS: Partial payments may be made upon presentation of a properly executed claim voucher, unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City. A minimum 10% retainer shall be held by the City pending satisfactory completion of the scope and/or expiration of the warranty period. Increases in contract costs shall be approved in writing, prior to excess expense being incurred. Approval of increases may require formal action by City Council.
BIDDER'S SIGNATURE: Each proposal and bid surety form must be signed by the bidder with his/her usual signature. All signatures should be in full.

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

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

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

a) Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.

b) Bidder must use the bid document proposal forms furnished by the City as none other may be accepted.

c) Proposal forms must be returned intact.

d) Removal of any thereof may invalidate the bid.

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

f) Bids are to be submitted in sealed envelopes and identified as requested in the specifications.

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

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

INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS: No oral interpretation will be made to any bidder as to the meaning of the bid and/or contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Grand Haven. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file at the City Clerk's office at City Hall, 519 Washington Avenue, Grand Haven, Michigan 49417; at the Department of Public Works office, 1120 Jackson Street (this is not a mailing address); or online from the City's Web site: www.grandhaven.org. All bidders shall be bound by such interpretations, whether or not received by the bidders.

CHANGES AND ADDENDA TO BID DOCUMENTS: Each change or addenda issued in relation to this bid document will be on file at the City Clerk's office at City Hall, 519 Washington Avenue, Grand Haven, Michigan 49417; at the Department of Public Works office, 1120 Jackson Street (this is not a mailing address); or online from the City's Web site: www.grandhaven.org.

It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.
INSURANCE REQUIREMENTS: The Contractor will secure and maintain insurance during the term of the contract from an insurance company authorized to do business in the State of Michigan that will protect contractors and subcontractors and the City from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract. The Contractor may not start work until evidence of all required insurance has been submitted and approved by the City. The contractor must cease work if any of the required insurance is canceled or expires. Three (3) copies of certificates of insurance shall be submitted to be approved by the City prior to the execution of the contract. The Certificate shall specifically name the City as an additional insured party. The certificates must contain the agreement of the insurance company notifying the City in writing ten (10) days prior to any cancellation or material alteration of the policy. The Contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the City. The limits of insurance shall not be less than the following:

A. Workers Compensation Insurance in the amount required by Michigan Law.

B. General Liability:
   Bodily Injury and Property Damage combined
   Each Occurrence $1,000,000.00
   Aggregate $1,000,000.00
   Personal Injury $1,000,000.00

C. Automobile Insurance for Vehicles
   Bodily Injury Each Person $1,000,000.00
   Bodily Injury Each Accident $1,000,000.00
   Property Damage Each Accident $1,000,000.00

-END OF SECTION-

SPECIFICATIONS
FOR
OVERBAND CRACK FILL
STAND-ALONE APPLICATION
1. **Description.** Clean cracks in hot mix asphalt (HMA) pavements and place the specified materials into and over the crack. Place temporary pavement markings where over band a material obliterates the existing pavement markings.

2. **Materials.** The City of Grand Haven will select the material from the following alternates:

   2.1 Must meet MDOT specifications. The contractor must provide written documentation that the product they are using is approved by MDOT.

   2.2 Due to our MS4 permit, **material with coal tar emulsion will not be permitted.**

3. **Materials Acceptance Criteria**

   3.1 General note: In accordance with our MS4 permit, we are **prohibited from using coal tar emulsions to seal asphalt** surfaces on roadways, parking lots or bridges we own or operate.

   3.2 **The contractor must provide the City written documentation that all of the products used are in compliance with our permit.**

4. **Pre-Construction.** The City of Grand Haven’s representative will hold a meeting before beginning of the work to discuss the following:

   4.1 The contractors detailed work schedule

   4.2 The traffic control plan

   4.3 Required project documentation

   4.5 Inspection of the condition and adequacy of equipment

5. **Construction Equipment**

   5.1 **Compressed Air System.** Furnish and use a compressed air system that produces a continuous, high volume high pressure stream of clean dry air to prepare cracks. Equip the air compressor with a moisture separator to remove all oil and water from the air supply. Provide a compressor that can produce a minimum of 100 psi and continuous 150 cfm air flow.

   5.2 **Melter Applicator.** Provide a melter applicator consisting of a boiler kettle equipped with pressure pump, hose and applicator wand. Equip the hose with a shutoff control. Place a mechanical full sweep agitator in the kettle to provide continuous blending. Equip the unit with thermometers to monitor the material temperature and the heating oil temperature. Provide thermostatic controls that allow the operator to regulate material temperature up to 425 degree Fahrenheit.
5.3 Application Wand. Apply the material by either a wand followed by a “V” or “U” shaped squeegee or a round application head having a concave underside. Apply 4 inches wide for the standard coverage. With the prior written approval from the City of Grand Haven, application width may be increased to the maximum of 6 inches to provide complete and uniform coverage over multi-crack areas. Apply sealant at a thickness of 1/8 to 3/16 inch.

5.4 Heat Lance. Use of a heat lance is allowed to assure that no residual moisture is present in the crack or on the pavement surface where the over band is to be applied. Do not attempt to seal soaked pavement cracks by drying the pavement surface with a heat lance.

6. Crack Preparation. Clean cracks using compressed air and other tools necessary to remove all loose dirt, vegetation and foreign material. Clean cracks no more than 10 minutes ahead of the filling operation.

7. Application. Apply the material to dry and thoroughly clean cracks. Apply as follows unless otherwise specified:

7.1 Stand Alone Over Band Crack Fill. When another surface treatment will be applied to the pavement, fill all visible cracks in the roadbed.

7.2 Micro-Surfacing Preparation. When preparing the pavement for a micro-surface overlay, fill all visible cracks in the roadbed.

7.3 Chip Seal Preparation. When preparing the pavement surface for a single or double chip seal, limit filling to cracks more than 1/8 inch wide or 3 feet long. Seal cracks with varying widths, portions of which are 1/8 inch or greater, along their entire length.

8. Mixing Procedure. When using field mixed material, add the polyester fibers to the polymer modified asphalt cement and thoroughly mix in the kettle. Do not exceed 400 degree Fahrenheit in the field mix or prepackaged material.

9. Required Project Documentation. Provide the City of Grand Haven’s representative, on a daily basis, a report with the following information:

9.1 Beginning and ending locations for the day, including the lanes and direction
9.2 Date, air temperature, a.m. and p.m. weather
9.3 Quantity of materials used for the day including lot number
9.4 Traffic control typically used and check on the traffic control conducted
9.5 Unique or different situations on the project
9.6 Signature of the contractor’s authorized representatives
10. **Weather Limitations.** Material shall be placed when the air temperature is between 45 degree Fahrenheit and 85 degree Fahrenheit. No material shall be placed unless the pavement is dry and cracks are free of moisture.

11. **Protecting the Work.** The contractor must allow the material to cool sufficiently before opening to traffic. Blotting material such as sand, aggregate, sawdust or paper is prohibited. Any damage by traffic to the treated pavement areas shall be repaired by the contractor at no expense to the City of Grand Haven. If the existing pavement markings are obliterated as a result of crack treatment work, temporary pavement markings shall be placed before the roadway is opened to traffic at the contractor’s expense.

12. **Acceptance of Work.** When work is complete on the project, or on a route or a job included in the project, schedule an inspection of the work with a representative of the City of Grand Haven. The representative will note all deficiencies including areas exhibiting adhesion failure, cohesion failure, missed cracks or other factors that show the work in not acceptable. Re-do work identified by the City of Grand Haven’s authorized representative as not acceptable. Notify the City’s representative upon completion of required corrective work or upon completion of work on the route, job or project if corrective work is not required.

13. **Measurement and Payment**

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<thead>
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<th>Contract Item (Pay Item)</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over Band Crack Fill, Roadbed</td>
<td></td>
</tr>
</tbody>
</table>

Over Band Crack Fill includes preparing and filling cracks; providing the required documentation; and all corrective action and temporary traffic markings required. Over Band Crack Fill Roadbed will be measured along the roadway centerline and will include the traffic lanes, bike lanes and parking lanes.

-END OF SECTION-

May 12, 2021

PROPOSAL FORM
Ms. Linda L. Browand, Clerk  
519 Washington Avenue  
Grand Haven, MI 49417  

Dear Ms. Browand:

Completely in accordance with your notice, instructions and specifications of the Request for Proposals dated May 12, 2021; we propose to furnish the labor and materials to complete Over Band Crack Fill as described in your Request for Proposals as follows:

<table>
<thead>
<tr>
<th>Street/Lot</th>
<th>From</th>
<th>To</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wisconsin Street</td>
<td>Grand Ave.</td>
<td>Terrill Ave.</td>
<td></td>
</tr>
<tr>
<td>Hillcrest Street</td>
<td>Terrill Ave.</td>
<td>Taylor Ave.</td>
<td></td>
</tr>
<tr>
<td>Taylor Avenue</td>
<td>Beacon Blvd.</td>
<td>Hillcrest St.</td>
<td></td>
</tr>
<tr>
<td>Grant Avenue</td>
<td>RR Tracks</td>
<td>Beacon Blvd.</td>
<td></td>
</tr>
<tr>
<td>Sherman Avenue</td>
<td>Lake Ave.</td>
<td>Harbor Dr.</td>
<td></td>
</tr>
<tr>
<td>Harbor Drive</td>
<td>Franklin St.</td>
<td>Sherman Ave.</td>
<td></td>
</tr>
<tr>
<td>Washington Avenue</td>
<td>7th St.</td>
<td>6th St.</td>
<td></td>
</tr>
<tr>
<td>Franklin Avenue</td>
<td>Beacon Blvd.</td>
<td>Albee St.</td>
<td></td>
</tr>
<tr>
<td>Pennoyer Avenue</td>
<td>Griffin St.</td>
<td>Beechtree St.</td>
<td></td>
</tr>
<tr>
<td>Eastern Avenue</td>
<td>Waverly Ave.</td>
<td>Grant Ave.</td>
<td></td>
</tr>
<tr>
<td>Grant Avenue</td>
<td>Eastern Ave.</td>
<td>Griffin St.</td>
<td></td>
</tr>
<tr>
<td>Grant Avenue</td>
<td>Ferry St.</td>
<td>Beacon Blvd.</td>
<td></td>
</tr>
<tr>
<td>Ferry Street</td>
<td>Taylor Ave.</td>
<td>Waverly Ave.</td>
<td></td>
</tr>
<tr>
<td>3rd Street</td>
<td>Washington Ave.</td>
<td>Columbus St.</td>
<td></td>
</tr>
<tr>
<td>Stewart Street</td>
<td>Terrill Ave.</td>
<td>Dead End</td>
<td></td>
</tr>
<tr>
<td>Terrill Avenue</td>
<td>Griffin St.</td>
<td>Dead End</td>
<td></td>
</tr>
<tr>
<td>Harbor Drive</td>
<td>Howard Ave.</td>
<td>Franklin St.</td>
<td></td>
</tr>
<tr>
<td>Grand Avenue</td>
<td>Harbor Dr.</td>
<td>Sheldon Rd.</td>
<td></td>
</tr>
<tr>
<td>Adams Avenue</td>
<td>4th St.</td>
<td>6th St.</td>
<td></td>
</tr>
<tr>
<td>Robbins Road</td>
<td>Moreland St.</td>
<td>Beechtree St.</td>
<td></td>
</tr>
<tr>
<td>Robbins Road</td>
<td>Beacon Blvd.</td>
<td>Sheldon Rd.</td>
<td></td>
</tr>
<tr>
<td>Sheldon Road</td>
<td>Taylor Ave.</td>
<td>Howard Ave.</td>
<td></td>
</tr>
<tr>
<td>Waverly Avenue</td>
<td>Moreland St.</td>
<td>Friant St.</td>
<td></td>
</tr>
<tr>
<td>125 feet</td>
<td>The Corner of Jackson Ave. and Griffin St.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: ______________________
REFERENCES: Please list three (3) references (Municipal Government) wherein your company has provided Over Band Crack Sealing services of this type being proposed for the City of Grand Haven. Failure to list references may result in your company being disqualified.

MUNICIPALTY __________________________________________________________
ADDRESS __________________________________________________________
CONTACT PERSON _____________________________________________________
PHONE NUMBER ______________________________________________________
EMAIL _______________________________________________________________

MUNICIPALTY __________________________________________________________
ADDRESS __________________________________________________________
CONTACT PERSON _____________________________________________________
PHONE NUMBER ______________________________________________________
EMAIL _______________________________________________________________

MUNICIPALTY __________________________________________________________
ADDRESS __________________________________________________________
CONTACT PERSON _____________________________________________________
PHONE NUMBER ______________________________________________________
EMAIL _______________________________________________________________

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

PROJECT COMPLETION: The successful bidder will be required to complete all work, labor, material and any additions in the scope of this RFP on or before November 15, 2021 or $200.00 per day will be accessed to the contractor for each day past this deadline.
BIDDERS INFORMATION:

(Bidder's Company Name) ___________________________ (Bidder's Telephone Number) ___________________________

(Street/Mailing Address) ___________________________ (City/State/Zip) ___________________________

(Bidder's Signature) ___________________________ (Print Bidder's Name) ___________________________

-END OF SECTION-
City of Grand Haven
519 Washington Street
Grand Haven, MI 49417

DRAWING REVISION NO: N/A
SHEETS ISSUED HEREWITH: N/A
SPECIFICATION SECTIONS ISSUED HEREWITH: Notice to Bidders, page 9, list
of streets.

This Addendum is a part of the Contract Documents and modifies the previously issued
Bidding Documents.

ITEM NO. 1
Amend specification to remove the below street section from the list of streets as
follows:

Lists of Streets

<table>
<thead>
<tr>
<th>Street/Lot</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harbor Drive</td>
<td>Howard Ave.</td>
<td>Franklin Ave.</td>
</tr>
</tbody>
</table>

END OF ADDENDUM
Dear Ms. Browand:

Completely in accordance with your notice, instructions and specifications of the Request for Proposals dated May 12, 2021; we propose to furnish the labor and materials to complete Over Band Crack Fill as described in your Request for Proposals as follows:

<table>
<thead>
<tr>
<th>Street/Lot</th>
<th>From</th>
<th>To</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wisconsin</td>
<td>Grand Ave.</td>
<td>Terrill Ave.</td>
<td>$6,900</td>
</tr>
<tr>
<td>Hillcrest</td>
<td>Terrill</td>
<td>Taylor</td>
<td>$4,300</td>
</tr>
<tr>
<td>Taylor</td>
<td>Beacon</td>
<td>Hillcrest</td>
<td>$3,500</td>
</tr>
<tr>
<td>Grant</td>
<td>RR Tracks</td>
<td>Beacon</td>
<td>$4,180</td>
</tr>
<tr>
<td>Sherman</td>
<td>Lake</td>
<td>Harbor</td>
<td>$9,900</td>
</tr>
<tr>
<td>Harbor</td>
<td>Franklin</td>
<td>Sherman</td>
<td>$1,550</td>
</tr>
<tr>
<td>Washington</td>
<td>7th Street</td>
<td>6th Street</td>
<td>$2,200</td>
</tr>
<tr>
<td>Franklin</td>
<td>Beacon</td>
<td>Albee</td>
<td>$3,200</td>
</tr>
<tr>
<td>Pennoyer</td>
<td>Griffin</td>
<td>Beechtree</td>
<td>$1,200</td>
</tr>
<tr>
<td>Eastern</td>
<td>Waverly</td>
<td>Grant</td>
<td>$1,500</td>
</tr>
<tr>
<td>Grant</td>
<td>Eastern</td>
<td>Griffin</td>
<td>$2,920</td>
</tr>
<tr>
<td>Grant</td>
<td>Ferry</td>
<td>Beacon</td>
<td>$2,920</td>
</tr>
<tr>
<td>Ferry</td>
<td>Taylor</td>
<td>Waverly</td>
<td>$1,200</td>
</tr>
<tr>
<td>3rd Street</td>
<td>Washington</td>
<td>Columbus</td>
<td>$1,600</td>
</tr>
<tr>
<td>Stewart</td>
<td>Terrill</td>
<td>Dead End</td>
<td>$2,200</td>
</tr>
<tr>
<td>Terrill</td>
<td>Griffin</td>
<td>Dead End</td>
<td>$1,000</td>
</tr>
<tr>
<td>Harbor</td>
<td>Howard</td>
<td>Franklin</td>
<td>$1,000</td>
</tr>
<tr>
<td>Grand</td>
<td>Harbor</td>
<td>Sheldon</td>
<td>$1,300</td>
</tr>
<tr>
<td>Adams</td>
<td>4th Street</td>
<td>6th Street</td>
<td>$1,900</td>
</tr>
<tr>
<td>Robbins Road</td>
<td>Moreland</td>
<td>Beechtree</td>
<td>$2,200</td>
</tr>
<tr>
<td>Robbins Road</td>
<td>Beacon Blvd.</td>
<td>Sheldon Rd.</td>
<td>$2,100</td>
</tr>
<tr>
<td>Sheldon</td>
<td>Taylor</td>
<td>Howard</td>
<td>$1,920</td>
</tr>
<tr>
<td>Waverly</td>
<td>Moreland</td>
<td>Friant</td>
<td>$1,300</td>
</tr>
<tr>
<td>125 feet</td>
<td>The transition corner of Jackson on to Griffin</td>
<td>$4,900</td>
<td></td>
</tr>
</tbody>
</table>

Total: $64,600
REFERENCES: Please list three (3) references (Municipal Government) wherein your company has provided Over Band Crack Sealing services of this type being proposed for the City of Grand Haven. Failure to list references may result in your company being disqualified.

MUNICIPALITY: [Handwritten] Frankfort
ADDRESS: 940 West Converse St, 48234
CONTACT PERSON: [Handwritten] (Handwritten)
PHONE NUMBER: 989-529-6827
EMAIL: [Handwritten]

MUNICIPALITY: Kalamazoo County Commission
ADDRESS: 3801 L K Gore Rd, Kalamazoo, MI 49001
CONTACT PERSON: (Handwritten)
PHONE NUMBER: 269-498-4230
EMAIL: info@kalamazoo-countyroads.com

MUNICIPALITY: City of Grand Haven
ADDRESS: [Handwritten]
CONTACT PERSON: Matt Wade
PHONE NUMBER: [Handwritten]
EMAIL: [Handwritten]

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

PROJECT COMPLETION: The successful bidder will be required to complete all work, labor, material and any additions in the scope of this RFP on or before November 15, 2021 or $200.00 per day will be accessed to the contractor for each day past this deadline.
BIDDERS INFORMATION:

[Signature]
(Bidder's Company Name)

512 MARSHALL
(Street/Mailing Address)

[Signature]
(Bidder's Signature)

248 282 1185
(Bidder's Telephone Number)

WIXOM, MI 48393
(City/State/Zip)

THOMAS F. STORM, JR.
(Print Bidder's Name)

-END OF SECTION-
The Grand Haven Elks at 15 S 3rd St has submitted a temporary use permit application to add an outdoor dining area in the southeast corner of their property. They would like to operate the outdoor dining area through October 31, 2021, from 1pm to 11pm, 7 days per week.

The request includes adding a 3-foot-tall fence around a 47-foot x 11-foot area in the southeast corner of the property, which would accommodate approximately 6 tables with 4 chairs each. The fire marshal has reviewed the request and is comfortable with the layout, provided the Elks keeps the two proposed exits at either end clear. The clear vision corner at 3rd and Franklin will not be obstructed.

Per Section 40-324.B.5 of the Zoning Ordinance, the City Council can grant approval of a temporary use permit that falls outside of the authority of the zoning administrator. In this case, the proposed use exceeds 7 days in duration, so it requires City Council approval. It should be noted that a 7-day permit was issued in anticipation of City Council approval to run the full proposed duration.

Attached is the application and diagram for this request.
TEMPORARY USE PERMIT APPLICATION
Community Development Department, City of Grand Haven
519 Washington Avenue, Grand Haven, MI 49417
Phone: (616) 935-3276 Website: www.grandhaven.org

Permit to authorize the temporary use of land for a tent, sidewalk sale, or seasonal sale of goods not related to the principal use of the lot or for placement of temporary structures.

1. Temporary Use Information
Address/location of property: 15 S. 3rd St
Parcel #: __________________ Zoning District: __________________
Describe proposed use: Fenced in area for outside dining

Dates of Proposed Use: May 28 thru Oct 31, 2021
Hours of Operation: 1 pm to 11 pm (requires separate electrical permit and inspection)
Will electricity be used? No

2. Applicant
Name: Gail Hoyt
Company: Grand Haven Elks
Address: 15 S. 3rd St
Phone #: 616-832-9168
Email: grandhaven1200@mielks.org

3. Property Owner
Name: Grand Haven Elks 1200
Address: 15 S. 3rd St
Phone #: 616-832-0970
Email: grandhaven1200@mielks.org

Vendor Information (if applicable)
Vendor Name: __________________
Contact Person: __________________
Address: __________________
Telephone #: __________________ Email Address: __________________

REQUIREMENTS
☒ Scale Drawing of proposed area including parking and traffic flow diagram (if necessary)
☒ Permit fee: $75.00
❑ Narrative providing additional event details.
❑ If erecting a tent: prior to occupancy, an inspection must be completed by Public Safety Dept.

By signing below, applicant agrees to perform the described work in accordance with all applicable sections of the City of Grand Haven Code of Ordinances. Applicant understands that this permit does not relieve the applicant from meeting any applicable requirements of law, statute, or policy of any public bodies or agencies.

Signature: __________________ Print Name: Michael L. Hoyt
☐ Contractor ☐ Owner ☐ Agent

Administrative Approval: __________________ Date of Approval: 5/27/21 (7 days prior)
City Council Approval: __________________ Date of Approval: __________________

The City Council considers requests for temporary uses that are longer than 30 days in duration.
Yes! Send me the detail and we will get it on for June 7 (at Community Center and in person).

Pat McGinnis, City Manager
City of Grand Haven
519 Washington Ave
Grand Haven, MI 49417
pmcginnis@grandhaven.org
(616) 402-0815 cell
(616) 847-4888 office

Pat,

The Board authorized two additional 20-year Power Purchase Commitments (PPCs) under MPPA’s Energy Services Project Agreement for two separate Michigan solar projects at their meeting yesterday. MPPA approved these contracts at their meeting on May 12th pending authorizations from individual participating members. Consistent with past practice these authorizations (while not a contract with GHBLP directly) have gone to the City Council for ratification at their next regular meeting after the Board’s approval. I don’t see these as being controversial given broad support for increased renewables in our power supply portfolio and the rather attractive price and project performance expectations (compared to historical solar prices and performance) for both projects, and in comparison to our projected forward price curve otherwise.

Do you see any reason way we cannot get on the June 7th City Council Agenda for this authorization/ratification of the Board’s action? I will plan on getting you all the support information early next week.

Thanks for your assistance. Have a great weekend,

Dave
FW: Request and Supporting information for City Council consideration on June 7th


From: Dave Walters <DWalters@ghblp.org>
Sent: Monday, May 24, 2021 11:15 AM
To: Patrick McGinnis <pmcginnis@grandhaven.org>
Cc: Bob Monetza <BMonetza@grandhaven.org>; Renee Molyneux <RMolyneux@ghblp.org>; Jack Smant <JSmant@ghblp.org>; Erik Booth <EBooth@ghblp.org>

Subject: Request and Supporting information for City Council consideration on June 7th

Pat,

As discussed in my previous e-mail last Friday (attached), I am including herein the relevant information the Board acted upon at its meeting last Thursday.

Below is an excerpt from my 5/17/21 General Manager’s report to the Board (that City Council was previously copied on):

5.  

B.  Approval of MPPA 20-Year Solar Power Purchase Commitment Authorizations – Two proposed MPPA Power Purchase Commitment Authorizations are included for the Board’s review and consideration. Both authorizations are for 20-year MPPA solar purchase agreements, whereby the BLP is committing to take portions of MPPA’s off-take from the projects.

   The first authorization is for power MPPA will receive under agreement from Savion Energy and its Calhoun Country Solar LLC project. MPPA’s portion is for 25 MW, of which 8.8% (2.2 MW) will be provided to GHB LP. The contract price is fixed over the 20-year contract at $42.65/MWh (and includes all energy, RECs, and Zonal Resource Credits this 25 MW portion of the facility may produce). The expected Commercial Operation Date on this project is in the fourth quarter of calendar year 2022.

   The second authorization is for power MPPA will receive under agreement from CMS Energy and its Hart Solar Partner LLC project. MPPA’s portion is for 50 MW, of which 8.6% (4.3 MW) will be provided to GHB LP. The contract price is fixed over the 20-year contract at $42.10/MWh (and includes all energy, RECs, and Zonal Resource Credits this 50 MW portion of the facility may produce). The expected Commercial Operation Date on this project is in the fourth quarter of calendar year 2023.

   MPPA has been evaluating increased solar implementation for some time and these two projects represent the next increment in a longer-term power supply strategy. As the attached phase-in illustrates, GHB LP will be obtaining, with the approval of these additions, approximately 12.7% of its annual energy requirements from solar in calendar year 2024 (approximately 20.9 MW of solar capacity), along with about 7.8% from landfill gas and 7.9% from wind generation (bringing its 2024 renewable energy to approximately 28.4% of the BLP’s total energy requirements). MPPA is recommending the Board’s approval of these transactions. BLP staff concurs with their assessment.

   (Board action is being requested to authorize power purchase transactions)
The “forecasted financial commitment” within each authorization over the term of the PPC was calculated using each individual project’s projected annual “capacity factor” (estimated annual output as a percent of the maximum project capacity) as follows:

Calhoun County: $2.2 \text{ MW} \times 23.53\% \text{ (expected capacity factor)} \times 365.25 \text{ days/year} \times 24 \text{ hours/day} \times 20 \text{ years} \times 42.65 = $3,870,750 \text{ (for 90,756 MWh)}$

Hart Solar: $4.3 \text{ MW} \times 22.40\% \text{ (expected capacity factor)} \times 365.25 \text{ days/year} \times 24 \text{ hours/day} \times 20 \text{ years} \times 42.10 = $7,109,352 \text{ (for 168,868 MWh)}$

Combined annual estimate: $12,981 \text{ MWh for }$549,000 (significantly more annual energy, but less “Capacity” to meet the BLP’s resource adequacy requirements, than is expected from the proposed CHP plant)

In other words, the continued purchase of these renewable components within the greater power supply portfolio work together with the proposed CHP/peaking plant to lower overall costs (they “complement and supplement” each other – the peaking plant does not displace renewable output).

Important to note here, however, the low capacity utilization of installed solar capacity (approximately 23% average on these two projects). This utilization too is primarily focused in the summer months, with less than 10% expected in December and January. I point this out to address those that question, “why install a generation source that only produces a very small percentage of its rated capacity in a given year?” Our wind energy projects “entitlements” are producing at an average capacity factor of about 34% (lower in the summer and higher the rest of the year). These renewable capacity factor numbers are very consistent with other solar and wind projects in Michigan installed in the same time frames. Actual solar capacity factors in Michigan are obviously significantly different (resulting in higher unit costs) than those in Arizona, and similarly wind capacity factors in Michigan are much lower than those experienced in Iowa or Kansas. We need to remember as Michigan begins utilizing more and more wind and solar, our average power supply costs (the largest component of our electric bills) will no doubt be higher than those from these lower cost renewable generation States. Michigan will thereby have higher power costs associated with using renewables at the same level to reach its “zero carbon” and “increased electrification” goals as a result. Additionally, renewable energy costs have been decreasing each year as technology and productivity improves. This is why the BLP is recommending a “longer-term renewable implementation strategy,” moving with the region marketplace (renewable penetration rates) and not substantially ahead of it. In other words, those that buy 100% renewable today are simply locking in high cost renewable energy (as compared to that which will be installed and produced in a few short years).

The attached four charts and graphs (supporting information) illustrate how these transactions will fit into the BLP’s total power supply portfolio (they have been slightly adjusted since they were provided to the Board with more recent updated information on the projects’ projected capacity factor). Another note here, our higher cost landfill gas renewables will begin dropping off in 2027 and 2028, which will allow for replacement at that time by lower cost solar.

Let me know if you have any questions of need additional information for City Council consideration on June 7th.

Thanks,

Dave
To: pmcginnis@grandhaven.org  
From: dwalters@ghblp.org

You received this message because the sender is on your allow list.
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total BLP Net Generation (MWh)</td>
<td>308,248</td>
<td>226,453</td>
<td>141,544</td>
<td>130,615</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>6,300</td>
<td>9,500</td>
<td>-96.92%</td>
</tr>
<tr>
<td>Net Wholesale Purchases</td>
<td>(21,248)</td>
<td>53,405</td>
<td>138,186</td>
<td>125,270</td>
<td>241,000</td>
<td>243,600</td>
<td>235,700</td>
<td>220,800</td>
<td>215,700</td>
<td>-1115.17%</td>
</tr>
<tr>
<td>Renewable Purchases</td>
<td>25,692</td>
<td>27,010</td>
<td>27,190</td>
<td>36,929</td>
<td>54,000</td>
<td>63,000</td>
<td>74,000</td>
<td>86,500</td>
<td>90,700</td>
<td>253.03%</td>
</tr>
<tr>
<td>Net System Input</td>
<td>312,692</td>
<td>306,868</td>
<td>306,920</td>
<td>292,815</td>
<td>295,000</td>
<td>306,600</td>
<td>309,700</td>
<td>313,600</td>
<td>315,900</td>
<td>1.03%</td>
</tr>
<tr>
<td>Total Retail Sales (MWh)</td>
<td>300,156</td>
<td>293,621</td>
<td>301,276</td>
<td>278,593</td>
<td>289,300</td>
<td>295,900</td>
<td>298,800</td>
<td>302,600</td>
<td>304,800</td>
<td>1.55%</td>
</tr>
<tr>
<td>Percent Distribution Losses</td>
<td>4.0%</td>
<td>4.3%</td>
<td>1.8%</td>
<td>4.9%</td>
<td>1.9%</td>
<td>3.5%</td>
<td>3.5%</td>
<td>3.5%</td>
<td>3.5%</td>
<td>3.5%</td>
</tr>
<tr>
<td>Percent BLP Net Generation</td>
<td>98.6%</td>
<td>73.8%</td>
<td>46.1%</td>
<td>44.6%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>2.0%</td>
<td>3.0%</td>
<td></td>
</tr>
<tr>
<td>Percent Net Wholesale Purchase</td>
<td>-6.8%</td>
<td>17.4%</td>
<td>45.0%</td>
<td>42.8%</td>
<td>81.7%</td>
<td>79.5%</td>
<td>76.1%</td>
<td>70.4%</td>
<td>68.3%</td>
<td></td>
</tr>
<tr>
<td>Percent Renewable Purchase</td>
<td>8.2%</td>
<td>8.8%</td>
<td>8.9%</td>
<td>12.6%</td>
<td>18.3%</td>
<td>20.5%</td>
<td>23.9%</td>
<td>27.6%</td>
<td>28.7%</td>
<td></td>
</tr>
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## GHBLP Solar Energy Phase-In
### Calendar Years

<table>
<thead>
<tr>
<th>Project</th>
<th>MW</th>
<th>Capacity Factor</th>
<th>COD</th>
<th>Annual Estimated Energy (MWh)</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2024 Capacity Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ranger Assembly I</td>
<td>4.68</td>
<td>21.5%</td>
<td>12/31/2020</td>
<td>8,814</td>
<td>8,814</td>
<td>8,814</td>
<td>8,814</td>
<td>8,814</td>
<td>2.8%</td>
</tr>
<tr>
<td>Ranger Assembly II</td>
<td>3.87</td>
<td>22.0%</td>
<td>9/1/2021</td>
<td>7,454</td>
<td>1,500</td>
<td>7,454</td>
<td>7,454</td>
<td>7,454</td>
<td>2.4%</td>
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<tr>
<td>Invenergy Calhoun Solar</td>
<td>5.85</td>
<td>23.5%</td>
<td>12/31/2022</td>
<td>12,043</td>
<td>0</td>
<td>0</td>
<td>12,043</td>
<td>12,043</td>
<td>3.8%</td>
</tr>
<tr>
<td>Savion Calhoun County</td>
<td>2.20</td>
<td>23.5%</td>
<td>12/31/2022</td>
<td>4,529</td>
<td>0</td>
<td>0</td>
<td>4,529</td>
<td>4,529</td>
<td>1.4%</td>
</tr>
<tr>
<td>CMS Hart Solar</td>
<td>4.30</td>
<td>22.4%</td>
<td>12/31/2023</td>
<td>8,438</td>
<td>0</td>
<td>0</td>
<td>8,438</td>
<td>2.7%</td>
<td></td>
</tr>
<tr>
<td>Total Solar</td>
<td>20.90</td>
<td>22.5%</td>
<td></td>
<td>41,278</td>
<td>10,314</td>
<td>16,269</td>
<td>32,840</td>
<td>41,278</td>
<td>13.1%</td>
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<tr>
<td>Energy Developments/NANR Landfill Gas</td>
<td>3.22</td>
<td>86.8%</td>
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<td>24,480</td>
<td>24,480</td>
<td>24,480</td>
<td>24,480</td>
<td>24,480</td>
<td>7.8%</td>
</tr>
<tr>
<td>Exelon (Beebe) and Next Era (Pegasus) Wind</td>
<td>8.37</td>
<td>34.0%</td>
<td></td>
<td>24,937</td>
<td>24,937</td>
<td>24,937</td>
<td>24,937</td>
<td>24,937</td>
<td>7.9%</td>
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<tr>
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<td>32.49</td>
<td>31.9%</td>
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<td>90,695</td>
<td>59,731</td>
<td>65,685</td>
<td>82,257</td>
<td>90,695</td>
<td>28.8%</td>
</tr>
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Estimated System Energy Requirements

<table>
<thead>
<tr>
<th></th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
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<tr>
<td>Percent Renewable</td>
<td>19.9%</td>
<td>21.3%</td>
<td>26.4%</td>
<td>28.8%</td>
</tr>
<tr>
<td>Calendar Year</td>
<td>Renewable Energy</td>
<td>Net Other Wholesale Energy</td>
<td>Internal Generation</td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>------------------</td>
<td>----------------------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>2016-2017</td>
<td>8.3%</td>
<td>1.7%</td>
<td>90.0%</td>
<td></td>
</tr>
<tr>
<td>2018-2019</td>
<td>9.0%</td>
<td>37.2%</td>
<td>53.8%</td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td>16.1%</td>
<td>72.8%</td>
<td>11.1%</td>
<td></td>
</tr>
<tr>
<td>2021 Estimate</td>
<td>19.9%</td>
<td>80.1%</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>2022 Estimate</td>
<td>21.3%</td>
<td>78.7%</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>2023 Estimate</td>
<td>26.4%</td>
<td>72.6%</td>
<td>1.0%</td>
<td></td>
</tr>
<tr>
<td>2024 Estimate</td>
<td>28.8%</td>
<td>68.2%</td>
<td>3.0%</td>
<td></td>
</tr>
</tbody>
</table>
This Power Purchase Commitment Authorization ("Authorization") is made and entered into as of _______ ___, 2021, by and between Michigan Public Power Agency ("MPPA"), a public body politic and corporate of the State of Michigan, created under enabling legislation Act 448 Public Acts of Michigan, 1976 as amended and the Grand Haven Board of Light and Power (the "Participant").

WHEREAS, MPPA is a municipal power joint action agency established in 1978 organized to provide a means for Michigan municipal electric utilities to secure electric power and energy for their present and future needs; and

WHEREAS, during an open meeting on March 11, 2009, the MPPA Board of Commissioners created the Energy Services Project ("ESP") for the purpose of providing a means for full members of MPPA to obtain energy supply and electric market operation services; and

WHEREAS, to join the ESP, the Participant was required to approve and execute an Energy Service Agreement ("ESA") that describes the terms and conditions of power supply transactions, known as Power Purchase Commitments ("PPC"), between the Participant and MPPA; and

WHEREAS, this Authorization is a PPC between the Participant and MPPA; and

WHEREAS, by executing this Authorization, the Member Authorized Representative ("MAR") of the Participant is representing that the Participant has received all required approvals from its governing body to enter into this PPC with MPPA.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between MPPA and the Participant hereto as follows:
Section 1. **Power Purchase Commitment**

Participant is committing to take and receive the associated benefits and pay for the costs of its pro rata share of MPPA’s Power Purchase Agreement (“PPA”) with Calhoun County Solar Project, LLC. The Participant’s pro rata portion is described in Section 4 Quantity of this Authorization. The PPA was presented to and approved by the MPPA Board of Commissioners on May 12, 2021 through the Resolution attached hereto. MPPA’s offtake is an approximate 25 MW portion (“MPPA Facility”) of Calhoun County Solar Project LLC’s approximate 125 MW solar power electric generation facility (the “Project”) located in Calhoun County, MI.

Section 2. **Delivery Point**

The delivery point of the power purchased under the PPA will be located at the Project’s transmission interconnection with the transmission provider as stated in the PPA.

Section 3. **Term**

The term of the PPA is 20 years and will begin upon the declared Commercial Operation Date (“COD”) of MPPA’s Facility, currently estimated for the fourth quarter of 2022. COD is achieved when 90% of the approximate 25 MW MPPA Facility is installed, operating, and delivering power to the wholesale power market.

Section 4. **Quantity**

Participant is committing to take and receive the associated benefits and pay for the costs of its pro rata share of MPPA’s PPA at the following % of the MPPA Facility:

<table>
<thead>
<tr>
<th>Pro Rata Portion of MPPA Facility</th>
<th>Approximate Allocation of Total Installed Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.8%</td>
<td>2.2 MW</td>
</tr>
</tbody>
</table>

Section 5. **Payment**

The Participant will pay MPPA the contract rate per MWh of the PPA for its pro rata portion of the MWh’s generated and delivered to MPPA under the PPA. Over the term of the PPC, the forecasted financial commitment is $3,870,296. The actual financial commitment over the PPC term will not be based on a forecast but will be determined by the Participant’s pro rata portion of the actual MWh’s generated and delivered to MPPA under the PPA.

Section 6. **Energy Services Agreement**

This Authorization is subject to the terms and provisions of the Participant’s ESA, including its exhibits and appendices. In the event the terms of this Authorization conflict with the ESA, the provisions of the ESA shall prevail.
Section 7. Evidence

Authority of the Participant’s MAR to execute this Authorization is evidenced through the Participant’s resolution passed appropriately by the Participant’s governing body or through the meeting minutes of the Participant’s governing body where approval was granted to the MAR to execute this Authorization.

Section 8. Effectiveness

This Authorization is not effective until the Michigan Public Service Commission has approved Calhoun County Solar Project, LLC’s PPA with DTE Electric Company and MPPA has received executed power purchase commitment authorization forms from all the ESP participants who committed to take a pro rata portion of the PPA between MPPA and Calhoun County Solar Project, LLC that acknowledges responsibility to pay, in the aggregate, no less than 100% of the costs and expenses to be paid by MPPA under the PPA.

Member Authorized Representative:

__________________________________________

Signature

__________________________________________

Printed

__________________________________________

Dated
May 13, 2021

ENERGY SERVICES PROJECT
POWER PURCHASE COMMITMENT AUTHORIZATION

This Power Purchase Commitment Authorization ("Authorization") is made and entered into as of _______ ___, 2021, by and between Michigan Public Power Agency ("MPPA"), a public body politic and corporate of the State of Michigan, created under enabling legislation Act 448 Public Acts of Michigan, 1976 as amended and the Grand Haven Board of Light and Power (the "Participant").

WHEREAS, MPPA is a municipal power joint action agency established in 1978 organized to provide a means for Michigan municipal electric utilities to secure electric power and energy for their present and future needs; and

WHEREAS, during an open meeting on March 11, 2009, the MPPA Board of Commissioners created the Energy Services Project ("ESP") for the purpose of providing a means for full members of MPPA to obtain energy supply and electric market operation services; and

WHEREAS, to join the ESP, the Participant was required to approve and execute an Energy Service Agreement ("ESA") that describes the terms and conditions of power supply transactions, known as Power Purchase Commitments ("PPC"), between the Participant and MPPA; and

WHEREAS, this Authorization is a PPC between the Participant and MPPA; and

WHEREAS, by executing this Authorization, the Member Authorized Representative ("MAR") of the Participant is representing that the Participant has received all required approvals from its governing body to enter into this PPC with MPPA.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between MPPA and the Participant hereto as follows:
Section 1. **Power Purchase Commitment**

Participant is committing to take and receive the associated benefits and pay for the costs of its pro rata share of MPPA’s Power Purchase Agreement (“PPA”) with Hart Solar Partners, LLC. The Participant’s pro rata portion is described in Section 4 Quantity of this Authorization. The PPA was presented to and approved by the MPPA Board of Commissioners on May 12, 2021 through the Resolution attached hereto. MPPA’s offtake is an approximate 50 MW portion (“MPPA Facility”) of Hart Solar Partner LLC’s approximate 100 MW solar power electric generation facility (the “Project”) located in Oceana County, MI.

Section 2. **Delivery Point**

The delivery point of the power purchased under the PPA will be located at the Project’s transmission interconnection with the transmission provider as stated in the PPA.

Section 3. **Term**

The term of the PPC is 20 years and will begin upon the declared Commercial Operation Date (“COD”) of MPPA’s Facility, currently estimated for the fourth quarter of 2023. COD is achieved when 90% of the approximate 50 MW MPPA Facility is installed, operating, and delivering power to the wholesale power market.

Section 4. **Quantity**

Participant is committing to take and receive the associated benefits and pay for the costs of its pro rata share of MPPA’s PPA at the following % of the MPPA Facility:

<table>
<thead>
<tr>
<th>Pro Rata Portion of MPPA Facility</th>
<th>Approximate Allocation of Total Installed Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.6%</td>
<td>4.3 MW</td>
</tr>
</tbody>
</table>

Section 5. **Payment**

The Participant will pay MPPA the contract rate per MWh of the PPA for its pro rata portion of the MWh’s generated and delivered to MPPA under the PPA. Over the term of the PPC, the forecasted financial commitment is $7,108,882. The actual financial commitment over the PPC term will not be based on a forecast but will be determined by the Participant’s pro rata portion of the actual MWh’s generated and delivered to MPPA under the PPA.

Section 6. **Energy Services Agreement**

This Authorization is subject to the terms and provisions of the Participant’s ESA, including its exhibits and appendices. In the event the terms of this Authorization conflict with the ESA, the provisions of the ESA shall prevail.
Section 7. Evidence

Authority of the Participant’s MAR to execute this Authorization is evidenced through the Participant’s resolution passed appropriately by the Participant’s governing body or through the meeting minutes of the Participant’s governing body where approval was granted to the MAR to execute this Authorization.

Section 8. Effectiveness

This Authorization is not effective until MPPA has received executed power purchase commitment authorization forms from all the ESP participants who committed to take a pro rata portion of the PPA between MPPA and Hart Solar Partners, LLC that acknowledges responsibility to pay, in the aggregate, no less than 100% of the costs and expenses to be paid by MPPA under the PPA.

Member Authorized Representative:

____________________________________
Signature

____________________________________
Printed

____________________________________
Dated
To:       City Council  
From:    P. McGinnis, City Manager  
Date:    June 1, 2021  
RE:       Girl Scout House Agreement  

The Griffin McNett Girl Scout Memorial Home, 315 Franklin Ave, was deeded to the Girl Scouts by the City in September of 1940 to be used as the Girl Scout Headquarters forever. If the Girl Scouts ever stop using it for Girl Scout programming, the property immediately and automatically reverts to the City.

The owners of the neighboring property, the Girl Scouts and the City are working to come up with a plan to redevelop the property to better serve the Scouts and add infill housing on the lot. City Council provided tap fee relief at the April 12 meeting in the form of reduced fees ($30,000 for water and sewer for five units):

Moved by Council Member Scott, seconded by Council Member Cummins, to amend the previous motion by requiring only three sets of tap fees in the amount of $15,000 for water and $15,000 for sewer for a five-unit condominium project on Franklin, between 3rd and 4th Streets. This motion carried unanimously.

The next step in the process is to resolve the deed reversion language. Our intent is to keep the original condition intact. Should the Girl Scouts ever choose to no longer provide Girl Scout programming at this location, the property interest will revert to the City. Attached is a proposed development agreement for City Council consideration and possible approval on Monday, June 7, 2021.
REAL ESTATE DEVELOPMENT AGREEMENT

This Real Estate Development Agreement (the “Agreement”) is entered into by and between Franklin Flats, LLC, a Michigan limited liability company whose address is 300 Washington Avenue, Suite 100, Grand Haven, Michigan 49417 (“Franklin Flats”), the City of Grand Haven, a Michigan municipal corporation, whose address is 519 Washington Avenue, Grand Haven, Michigan 49417 (the “City”), and Girl Scouts of Michigan Shore to Shore, a Michigan nonprofit corporation, whose address is 3275 Walker Avenue N.W., Grand Rapids, Michigan 49544 (“GSMISTS”). Throughout this Agreement, Franklin Flats, the City and GSMISTS are also each referred to individually as a “Party” and collectively as the “Parties.”

I. Background

A. GSMISTS is the governing council formed by Girl Scouts of the United States of America (GSUSA) in 2008 to oversee all Girl Scout operations throughout the western and northern regions of Michigan.

B. GSMISTS currently owns and uses real property commonly known as the “Griffin McNett Memorial Girl Scout House” and also as the “Grand Haven Little House” located at 315 Franklin Avenue, Grand Haven, Michigan 49417 (the “GS Property”). GSMISTS received the GS Property by quitclaim deed from the City in 1940 (“1940 Quitclaim Deed”). The 1940 Quit Claim Deed imposed several restrictions and a reverter clause (the “Title Restrictions”). The City acquired the GS Property by Order of the Ottawa County Probate Court in a case concerning the Estate of Rachel Eleanor Griffin McNett. The legal description of the GS Property is included below as Exhibit A. A copy of the 1940 Quitclaim Deed is attached to this Agreement as Exhibit B.

C. Franklin Flats owns and/or has control over real property commonly known as 300 Washington, including the parking lot, maneuvering lanes and access drives for that parcel, and an area of unimproved land approximately 59 feet wide by 63 feet deep located on Franklin Avenue between the GS Property and the adjacent Franklin Row Condominium project (all of which is collectively referred to herein as the “300 Washington Parcel”). The 300 Washington Parcel is shaded on Exhibit C.

D. Franklin Flats, GSMISTS and the City wish to collaborate with each other to accomplish Franklin Flats’ acquisition of the GS Property free of the Title Restrictions and Franklin Flats’ combination of said GS Property with portions of the 300 Washington Parcel, so as to create the “Development Parcel”, which Development Parcel the Parties contemplate will be approximately as depicted on Exhibit D. Franklin Flats will construct a 5-unit mixed-use structure on the Development Parcel (the “Structure”) and, upon completion thereof, convey back to GSMISTS ownership of one unit within the Structure (the “GS Unit”), same by Warranty Deed including the Title Restrictions. The financial terms of Franklin Flats’ acquisition of the GS Property and GSMISTS’ subsequent acquisition of the GS Unit will be set forth in a separate agreement between Franklin Flats and GHMISTS (the “Purchase Agreement”).

E. The Parties desire to state the terms of their agreement concerning the above in this Agreement.
II. Agreements Concerning the Development Parcel

1. Acquisition and Development of the 300 Washington Parcel. Franklin Flats will acquire and develop portions of the 300 Washington Parcel and combine such portions with the GS Property so as to create the Development Parcel. Franklin Flats will commence, no later than September 30, 2021, to seek all approvals necessary for construction of the Structure and the development contemplated by this Agreement (the “Approvals”) and subsequent thereto, make diligent effort and reasonable progress toward completion of the Structure no later than December 31, 2022. If Franklin Flats is unable to secure the Approvals, either it or GSMISTS may, at their respective options, terminate this Agreement.

2. City Tap Fees. Notwithstanding the fact that the Structure will include five (5) units each with its own separately-metered water and sewer services, the City will assess Franklin Flats a flat fee of $30,000.00 for “tap fees” in conjunction with its completion of the Structure and connection of the units to the City’s water and sewer systems.

3. No Promise or Prediction of Municipal Approvals. Franklin Flats and GSMISTS acknowledge and understand that the City does not, whether by its execution of this Agreement or otherwise and except as set forth in the immediately preceding paragraph, make any promise of or prediction as to the likelihood of Franklin Flats’ receipt of other Approvals. This disclaimer includes, but is not limited to planning commission approval, zoning compliance, building-permit issuance and/or the grant of occupancy permits. Franklin Flats remains responsible to seek, apply for and secure any and all necessary Approvals.

III. Agreements Concerning Franklin Flats’ Acquisition of the GS Property

1. Sale of the GS Property. GSMISTS agrees, pursuant to the terms of the Purchase Agreement, to sell the GS Property to Franklin Flats for the purpose of the development contemplated by this Agreement.

2. Removal of Title Restrictions. The City and GSMISTS will cooperate to transfer to Franklin Flats clear and marketable title to the GS Property, including elimination of the Title Restrictions contained in the 1940 Quitclaim Deed in advance of or simultaneously with Franklin Flats’ acquisition of the GS Property. If it is not possible to clear the title as contemplated in this section and to all parties’ reasonable satisfaction, any party reserves the right to terminate this Agreement.

IV. Agreements Concerning GSMISTS’s Acquisition of the GS Unit.

1. Construction of Structure. Franklin Flats will build the Structure (including the GS Unit).

2. Reinstatement of Title Restrictions. Upon Franklin Flats’ completion of the Structure, it will convey the GS Unit to GSMISTS pursuant to a Warranty Deed which deed will include the restriction that the GS Unit be used primarily for Girl Scout purposes and programs, and that at such time as it is no longer used by the Girl Scouts, the GS Unit will revert to the City. The deed will be prepared by Franklin Flats, but subject to the City’s prior approval as to form and content, which approval will not be unreasonably withheld or delayed.
V. Contingency. The Parties’ obligations under this Agreement are expressly contingent upon Franklin Flats’ and GSMISTS’s execution of the Purchase Agreement no later than July 31, 2021. GSMISTS and Franklin Flats expect that the Purchase Agreement will be executed more or less contemporaneously with the execution of this Agreement, but they will nonetheless, within 5 business days of the execution of said Purchase Agreement, notify the City thereof.

VI. Agreement for Interim Activity and Storage Space. During the time between Franklin Flats’ acquisition of the GS Property and the completion of construction of the GS Unit, the City will make space available to GSMISTS for meetings and other regular and administrative activities. The City will also provide storage space to GSMISTS for miscellaneous meeting and administrative materials (e.g., flags, craft supplies, etc.). Larger items will be stored at other locations determined by GSMISTS at their expense. Both the storage space and the meeting, administrative, and activity space will be provided by the City at no cost to GSMISTS.

VII. Additional Terms and Agreements

1. Relationship of the Parties. Nothing contained in this Agreement will be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, partnership, joint venture, or other similar relationship between the Parties. It is understood and agreed that nothing contained in this Agreement and no acts of the Parties will be deemed to create any relationship between the Parties other than the relationship of independently contracting parties and only as specifically set forth herein.

2. Notices. All notices or other communications required to be given under this Agreement shall be deemed as sent when dispatched by regular, registered, or certified mail, postage prepaid, or by hand delivery addressed or delivered to the address as follows:

For the City:
City of Grand Haven
Attn: Patrick McGinnis, City Manager
519 Washington Avenue
Grand Haven, MI 49417

For GSMISTS:
Girl Scouts of Michigan Shore to Shore
Attn: Mary Charles, Interim CEO
3275 Walker Avenue N.W.
Grand Rapids, Michigan 49544

For Franklin Flats:
Attn: David Ten Cate
300 Washington Avenue, Suite 100
Grand Haven, MI 49417

The Parties may, by notice given under this Agreement, designate any further or different address to which subsequent notices or other communications may be sent.
3. **Timing.** The Parties anticipate moving forward with the purposes of this Agreement as promptly as possible, but they acknowledge and agree that the development process involves certain processes and is subject to delays beyond the control of any of the Parties. The Parties will each make their most diligent and good-faith efforts to expedite such portions of the process that are within their control and minimize any hardship to the others arising out of the lapse of time in any aspect of this Agreement.

4. **Assignment.** This Agreement is not assignable by any Party, and each Party acknowledges and agrees that such Party will not assign or transfer its rights under the Agreement without the prior written consent from the other Parties, which consent any party may withhold at its sole discretion.

5. **Expenses.** Each Party will pay its own costs incident to the preparation and execution of this Agreement, including attorney’s fees and expenses.

6. **No Third Parties.** Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties and their respective successors or permitted assigns, any rights or remedies whatsoever.

7. **Governing Law.** This Agreement will be construed in all respects in accordance with the laws of the State of Michigan.

8. **Captions and Headings.** The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

9. ** Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and there are no other representations, warranties, promises, guarantees, or agreements, oral or written, expressed or implied, between the Parties with respect to this Agreement, except if such other agreements are the subject of another written agreement.

10. **Amendments.** This Agreement may not be amended, changed, modified, or altered in any way without the express written consent of all of the Parties.

11. **Severability.** In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement if the overall intent and purpose of the Agreement remains intact.

12. **Waiver.** No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision, whether similar or not, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the Party giving the waiver.

13. **Counterparts.** This Agreement may be simultaneously executed in counterparts, each of which will be an original and all of which will constitute one and the same instrument.

14. **Effective Date.** This Agreement will become effective on the date of the last signatory’s signature.

**SIGNATURES ON FOLLOWING PAGE**
Each of the Parties have authorized the execution of this Agreement by their respective duly authorized signatories as of the dates indicated.

City of Grand Haven

By: Robert Monetza
Its: Mayor

By: Linda Browand
Its: Clerk

Girl Scouts of Michigan Shore to Shore

By: Deborah J. Hughes
Its: Chair, Board of Directors

Franklin Flats, LLC

By: David L. Ten Cate
Its: Member
EXHIBIT A:  Legal Description of 315 Franklin Avenue Property
Legal Description from Tax Records: E 40 1/2 FT OF S 79 FT OF LOT 291 ORIGINAL PLAT
Parcel Number: 70-03-20-437-005
Street Address: 315 Franklin Avenue, Grand Haven, Michigan 49417

EXHIBIT B:  1940 Quitclaim Deed

EXHIBIT C:  300 Washington Parcel Depiction

EXHIBIT D:  Development Parcel Depiction
Attachment C
TO: Patrick McGinnis - City Manager
Derek Gajdos - Director of Public Works

FROM: Todd Brand - Facilities and Grounds Manager

DATE: June 1, 2021

SUBJECT: Grand Haven Outer Lighthouse – Restoration Project 2021

On May 19th, 2021 we opened bid proposals for restoration work on the outer lighthouse. The project is to include the supplying of all materials, tools, and labor to restore the lantern room per bid document. The following items are to be restored: access ladder, access door, flooring, ceiling, and a new vinyl roof. The request for proposals was comprised of a base bid and five alternates, we received two (2) bids. Bid documents were posted on the City website and shared with five (5) separate builder associations. I was able to speak to one contractor who received the bid documents that did not enter a bid, he was unable to get the sub-contractors he would need to complete the project.

The lowest base bid was submitted by Pushaw Builders LLC, a local company based out of Grand Haven in the amount of $47,531.96. The other bid was from Mihm Enterprises, based out of Hamilton Michigan in the amount of $146,490.00. Post bid interviews were held and it was determined that Pushaw Construction LLC was the lowest qualified bid. Accepting this bid allows us to include all of the additional alternates and additional electrical conduit for a combined price of $66,681.56.

This City received a matching grant through Coastal Zone Management; therefore, the City will be responsible for half of the project costs. We intend to seek reimbursement for our portion from the Lighthouse Conservancy Fund at the Grand Haven Community Foundation. Staff recommends that City Council accept the bid proposal from Pushaw Builders, LLC in the amount of $66,681.56, for restoration work on the outer lighthouse.

Builders exchange of Michigan
Kalamazoo Builders Exchange
Builders exchange of Lansing
Construction Association of Michigan
Construction Journal
Pushaw Builders
Mihm
SKYE Contracting
Deltek
Triangle Sign Services
Ryba marine
ICC Commonwealth
Action Roofing
Thompson Fabrication
May 28, 2021

Patrick McGinnis, City Manager
City of Grand Haven
519 Washington Ave
Grand Haven, MI 49417

Re: Award Recommendation for South Pier Lighthouse Restoration

Dear Mr. McGinnis,

Bids were received on May 19, 2021 for the South Pier Lighthouse Restoration. Please refer to the attached bid tabulation form. Two bids were received from Pushaw Construction LLC and Mihm Enterprises Inc., with Pushaw as the apparent low bidder. Post bid interviews were performed with both bidders on May 24 and May 25, respectively. It has been determined that Pushaw Construction LLC is the low qualified bidder.

Therefore, we recommend Pushaw Construction LLC be awarded a contract in the amount of $63,181.56. This total amount for the grant project includes:

- Base bid = $47,531.96
- Alternate #1 = $3,240.00
- Alternate #2 = $4,840.00
- Alternate #3 = $2,250.00
- Alternate #4 = $750.00
- Alternate #5 = $4,569.60

In addition, after the grant was awarded, the City requested to have some existing wiring reinstalled into electrical conduit and junction boxes. Pushaw provided a price of $3,500.00 to perform this work. It is unknown at this time if this additional scope of work is grant eligible. Abonmarche is currently seeking clarification from EGLE.

If the Lighthouse Conservancy and City desire to have the work done, it is recommended to schedule this amount to be funded from a separate source until clarification on grant eligibility can be solidified.

Please contact us should you have any questions on this matter.

Sincerely,

Derk Walkotten
Architectural Project Manager
FROM:

OWNER - THE OWNER OF THE PROJECT, THE CITY OF GRAND HAVEN, HAS CONTRACTED ABONMARCHE TO BE THE ARCHITECT FOR THE CITY OF GRAND HAVEN SOUTH PIER ENTRANCE & INNER LIGHTS RESTORATION PROJECT.

PROJECT - GRAND HAVEN SOUTH PIER ENTRANCE & INNER LIGHTS RESTORATION, SOUTH PIER, GRAND HAVEN, MICHIGAN 49417.

TIME - SEALED BIDS WILL BE RECEIVED UNTIL WEDNESDAY, May 19, 2021 AT 10:00 A.M. IN THE OFFICE OF THE CITY OF GRAND HAVEN, 519 WASHINGTON AVENUE, GRAND HAVEN, MI 49417. THE BIDS SHALL BE PUBLICLY OPENED AT THE ABOVE ADDRESS.


EXAMINATION AND/OR PROCUREMENT OF CONTRACT DOCUMENTS - THE CONTRACT DOCUMENTS ARE ON FILE FOR INSPECTION AT ABONMARCHE, 95 WEST MAIN STREET, BENTON HARBOR, MICHIGAN 49022. (269) 927-2295. COPIES OF THE CONTRACT DOCUMENTS MAY BE OBTAINED FROM THE ABOVE WITH A NON-REFUNDABLE FEE OF $25.00 FOR EACH SET OF CONTRACT DOCUMENTS, PLUS SHIPPING TBD BY SHIP-TO ADDRESS.

COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS IS REQUIRED.

THIS PROJECT IS PARTIALLY FUNDED BY A MICHIGAN LIGHTHOUSE ASSISTANCE PROGRAM GRANT THROUGH THE STATE HISTORIC PRESERVATION OFFICE, MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY. FUNDING FOR THIS PROGRAM COMES FROM THE SALE OF MICHIGAN'S SPECIALTY LIGHTHOUSE LICENSE PLATE AVAILABLE THROUGH THE SECRETARY OF STATE.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT 11:00A.M. (EST) ON WEDNESDAY, MAY 5, 2021 (WEATHER PERMITTING) AT THE SOUTH PIER, GRAND HAVEN, MI 49417. CONTACT DERK WALKOTTEN ON MAY 5, 2021 BETWEEN THE HOURS OF 8AM AND 9AM TO CONFIRM. ATTENDEES SHALL PROVIDE THEIR OWN PROPER PPE. NONE WILL BE ALLOWED ACCESS TO THE PEIR WITHOUT APPROVED HARD HAT AND LIFE JACKET.

BID SECURITY - A CERTIFIED CHECK, CASHIER'S CHECK, OR BID BOND IN AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE TOTAL OF THE BID, MADE PAYABLE TO THE CITY OF GRAND HAVEN, WILL BE REQUIRED WITH EACH BID. A 100% LABOR, MATERIAL AND PERFORMANCE BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER. THE BONDING COMPANY MUST BE LICENSED TO DO BUSINESS IN THE STATE OF MICHIGAN.

BID REJECTION - THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, WAIVE ANY INFORMALITIES IN BIDDING OR TO ACCEPT THE BID OR BIDS, CONSISTENT WITH LAW, WHICH BEST SERVES THE INTERESTS OF THE OWNER.

WITHDRAWAL OF BIDS - NO BID SHALL BE WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER THE SCHEDULED OPENING WITHOUT THE CONSENT OF THE OWNER.

AWARD OF BID - THE OWNER WILL NOTIFY THE SUCCESSFUL BIDDER WITHIN FOURTEEN (14) DAYS AFTER RECEIVING BIDS. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A SATISFACTORY PERFORMANCE AND LABOR MATERIALS PAYMENT BOND.

END OF BID SOLICITATION
DATE: 05-12-2021

PROJECT: Grand Haven South Pier Entrance Light Restoration

PROJECT NUMBER: 19-1716

OWNER: City of Grand Haven

ARCHITECT: Abonmarche
95 West Main Street, Benton Harbor, MI 49022

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated 04-28-2021, with amendments and additions noted below.

Acknowledge receipt of this Addendum by signing in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

This Addendum consists of (7) seven pages.

**CHANGES TO THE PROJECT MANUAL**

DOCUMENT Table of Content 00 0110
1. **REMOVE** specification titles 02 4100 Demolition
2. **REMOVE** specification titles 03 0100 Maintenance of Concrete
3. **REMOVE** specification titles 08 5200 Wood Windows.
4. **ADD** specification titles 06 1600 Sheathing
5. **ADD** specification titles 07 5419 Polyvinyl-Chloride PVC Roofing
6. **ADD** specification titles 07 9200 Joint Sealants

DOCUMENT Unit Prices Form 00 4322
1. **MODIFY** Unit Price List 4. 4'-0"x10'-0" 22 gauge galvalume sheet metal.

DOCUMENT Supplement A – List of Alternatives 00 4323
1. **MODIFY** Alt#1 Unit Price List 4. 4'-0" x 10'-0" 22 gauge galvalume sheet metal.

**CHANGES TO THE DRAWINGS**

SHEET A1.1
1. **MODIFY** Ceiling Legend.
2. **ADD** additional dimensions to Main Entrance Level Plan & Attic Level Plan.
3. **MODIFY** extent of hatch to Main Entrance Level Plan & Attic Level Plan.
SHEET A2.1

1. **ADD** additional dimensions to Entrance Light Building North & South Elevations.
2. **MODIFY** extent of hatch to Entrance Light Building North & South Elevations.

**CHANGES TO THE SPECIFICATIONS**

1. Incorporate by reference Addendum received and all attachments thereto.

2. Base bid and alternate bid amounts shall include controls, mechanical, electrical, site, and general construction items as specified in the bidding documents for a complete bid.

END OF DOCUMENT
SECTION 00 0110
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0102 - Project Information
00 0110 - Table of Contents
00 0115 - List of Drawing Sheets
00 0120 - Project Schedule
00 1113 - Bid Advertisement
00 2113 - Instructions to Bidders
00 4100 - Bid Form
00 4322 - Unit Prices Form
00 4323 - Alternates Form
00 4336 - Proposed Subcontractors Form
00 4373 - Proposed Schedule of Values Form
00 4400 - Non-Collusion Affidavit
00 4410 - Non-Asbestos Affidavit
00 4420 - MLAP APPENDIX D
00 4430 - MCMG APPENDIX E
00 5000 - Contracting Forms and Supplements
00 5200 - Agreement Form
00 7200 - General Conditions
00 7300 - Supplementary Conditions

SPECIFICATIONS

DIVISION 01 -- GENERAL REQUIREMENTS

01 1000 - Summary
01 2000 - Price and Payment Procedures
01 2200 - Unit Prices
01 2300 - Alternates
01 3000 - Administrative Requirements
01 3553 - Security Procedures
01 5000 - Temporary Facilities and Controls
01 6000 - Product Requirements
01 7000 - Execution and Closeout Requirements
01 7800 - Closeout Submittals

DIVISION 06 -- WOOD AND PLASTICS

06 4100 - Demolition

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 5419 - Polyvinyl-Chloride PVC Roofing
07 9200 - Joint Sealants

DIVISION 09 -- FINISHES

08 9000 - Painting and Coating

END OF SECTION
SECTION 00 4322
UNIT PRICES FORM

PARTICULARS

THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:
(BIDDER) ________________________________

TO (OWNER): CITY OF GRAND HAVEN

DATED ____________________ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

THE FOLLOWING ARE UNIT PRICES FOR SPECIFIC PORTIONS OF THE WORK AS LISTED AND ARE APPLICABLE TO AUTHORIZED VARIATIONS FROM THE CONTRACT DOCUMENTS. QUANTITY AMOUNTS LISTED BELOW ARE NOT DETERMINED WITHIN THIS FORM BUT ARE BASED UPON "ONE UNIT QUANTITY VALUE" PER "UNIT VALUE".

UNIT PRICE LIST

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. EXTERIOR RAILING – SUPPORT RAILING &amp; POST</td>
<td>$ ___ /LF</td>
</tr>
<tr>
<td>2. EXTERIOR RAILING – SOCKET BRACKET</td>
<td>$ ___ /EACH</td>
</tr>
<tr>
<td>3. AIR FLOW REGULATORS – VENT COVER</td>
<td>$ ___ /EACH</td>
</tr>
<tr>
<td>4. GALVALUME SHEET METAL 4'-0&quot;X10'-0&quot; – PANELS</td>
<td>$ ___ /EACH</td>
</tr>
</tbody>
</table>

END OF UNIT PRICES FORM
PARTICULARS

THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY: (BIDDER)__________________________

TO (OWNER): CITY OF GRAND HAVEN
DATED________________AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATES LIST

THE FOLLOWING AMOUNTS SHALL BE TOTAL STAND-ALONE COSTS FOR EACH PARTICULAR ALTERNATE LISTED AND SHALL NOT BE COSTS TO BE ADDED OR DEDUCTED FROM THE BASE BID AMOUNT; REFER TO SECTION 01 2300 - ALTERNATIVES: SCHEDULE OF ALTERNATIVES.

ALTERNATIVE #1
REMOVE AND REPLACE DAMAGED PLYWOOD SUBSTRATE & SHEET METAL PANEL CEILING (+/-10 SF):

ALTERNATIVE #2
REMOVAL & REPLACE DAMAGE SHEET METAL PANEL CEILING UP TO (+/-300 SF):

ALTERNATIVE #3
PAINT REMAINING BALANCE OF RAILING, POST & BRACKETS:

ALTERNATIVE #4
PAINT REPLACED SHEET METAL PANEL:

ALTERNATIVE #5
PAINT REMAINING BALANCE OF SHEET METAL PANEL:

VOLUNTARY ALTERNATES:

Description:

VOLUNTARY ALTERNATES:

Description:

END OF ALTERNATE SUPPLEMENT
**GENERAL CONSTRUCTION NOTES**

1. ALL CONTRACTORS TO SUBMIT PRICE PRIOR TO SUBMITTING A BID.
2. AT THE ENTRANCE LIGHT LANTERN ROOM, THE EXISTING DOOR SHALL HAVE NEW WEATHER STRIPPING INSTALLED AT TOP TO OUTER WALKWAY.
3. AT THE ENTRANCE LIGHT LANTERN ROOM, THE EXISTING DOOR SHALL HAVE NEW WEATHER STRIPPING INSTALLED AT Bases.
4. CLEAN AND PROPERLY PREPARE ALL WOOD SURFACES AND PAINT WITH MARINE GRADE PAINT.
5. PROVIDE STEEL OR WOOD SURFACE PREP AS REQUIRED.
6. PROVIDE COLORED SEALANT IN ACCORDANCE WITH COLOR SAMPLES.

**CEILING LEGEND**

- **LANTERN ROOM DECK**
- **ATTIC ROOM**
- **ENTRANCE ROOM**
- **INTERIOR WOOD PANEL WALL & LIGHT DECK**
- **INTERIOR WINDOW SILL & MULLIONS**
- **IRON RAILING, POST & BRACKETS (BLACK)**

**INTERIOR WINDOW SILL & MULLIONS (WHITE)**

300 SQ FT EXCLUDE ALT#1 AREA

10' - 6 3/4"

**SCALE: 1/4" = 1'-0"**

**ENTRANCE LIGHT FINISH NOTES**

1. PROVIDE STEEL OR WOOD SURFACE PREP AS REQUIRED.
2. PROVIDE COLORED SEALANT IN ACCORDANCE WITH COLOR SAMPLES.
3. PROVIDE SCALE ON ALL DIMENSIONS.
4. PROVIDE SCALE ON ALL DIMENSIONS.
5. PROVIDE SCALE ON ALL DIMENSIONS.

**PAINT DESIGNATION LEGEND**

- **P-1. INTERIOR TRIM & LIGHT DECK**
- **P-2. INTERIOR WINDOW & MULLIONS (WHITE)**
- **P-3. EXTERIOR WALLS (WHITE)**
- **P-4. IRON RAILING, POST & BRACKETS (WHITE)**

SEE SPECIFICATIONS SECTION ON WOOD

SUMMIT ACTUAL COLOR SAMPLE FOR FINAL APPROVAL.

**KEYNOTES**

1. REMOVE WOOD DECKING IN LANTERN ROOM TO BE REINSTALLED AND REPLACE WITH HIGH GRADE MATERIAL TO MATCH THE SPECIES, GRADE AND PROFILE, AND SIZE OF EXISTING FLOORING. CLEAN, PROPERLY PREPARE, AND PAINT THE FLOOR SURFACE. +/- 40 SF AREA.
2. REMOVE WOOD PANELS AND REPLACE WITH MARINE GRADE SEALANT. TOUCH UP RED TO MATCH EXISTING. (TYP.)
3. CLEAN AND PROPERLY PREPARE INTERIOR CEILING METAL SURFACES AND PAINT WITH MARINE GRADE PAINT.
4. REMOVE DETERIORATED WOOD DECK AND DECK FRAMING MEMBERS. REPLACE WITH NEW FLOORING MATERIAL TO MATCH THE SPECIES, GRADE AND PROFILE, AND SIZE OF EXISTING FLOORING. CLEAN, PROPERLY PREPARE AND PAINT THE FLOOR SURFACE. +/- 30 SF AREA.
5. CLEAN AND PROPERLY PREPARE INTERIOR CEILING METAL SURFACES AND PAINT WITH MARINE GRADE PAINT.
6. REMOVE DETERIORATED WOOD POSTS AND REPLACE MARINE GRADE SEALANT. TOUCH UP RED TO MATCH EXISTING. (TYP.)
7. CLEAN AND PROPERLY PREPARE INTERIOR CEILING METAL SURFACES AND PAINT WITH MARINE GRADE PAINT.
8. REMOVE DETERIORATED PAINT AND REPLACE MARINE GRADE SEALANT. TOUCH UP RED TO MATCH EXISTING. (TYP.)
9. CLEAN AND PROPERLY PREPARE INTERIOR CEILING METAL SURFACES AND PAINT WITH MARINE GRADE PAINT.
10. CLEAN AND PROPERLY PREPARE INTERIOR WOOD PANEL WALL SURFACES AND PAINT WITH MARINE GRADE PAINT.
11. CLEAN AND PROPERLY PREPARE INTERIOR WOOD PANEL WALL SURFACES AND PAINT WITH MARINE GRADE PAINT.
12. CLEAN AND PROPERLY PREPARE INTERIOR WOOD PANEL WALL SURFACES AND PAINT WITH MARINE GRADE PAINT.

**CEILING LEVEL PLAN**

- **LANTERN ROOM DECK LEVEL PLAN**
- **ATTIC ROOM LEVEL PLAN**
- **ENTRANCE ROOM LEVEL PLAN**
- **INTERIOR WOOD PANEL WALL & LIGHT DECK LEVEL PLAN**

**SCALE(S) INDICATED AND ALL RELATED FLASHING MATERIAL. REPAIR ANY DAMAGED OR WEATHER STRIPPING INSTALLED TO AT THE INNER LIGHT LANTERN ROOM, THE EXISTING DOOR TO OUTER WALKWAY SHALL HAVE NEW WEATHER STRIPPING INSTALLED TO AT THE INNER LIGHT LANTERN ROOM, THE EXISTING DOOR TO OUTER WALKWAY.**

**P-2. INTERIOR WINDOW & MULLIONS (WHITE)**

**SCALE: 1/2" = 1'-0"**

**INTERIOR WOOD WALL & LIGHT DECK LEVEL PLAN**

- **LANTERN ROOM DECK LEVEL PLAN**
- **ATTIC ROOM LEVEL PLAN**
- **ENTRANCE ROOM LEVEL PLAN**
- **INTERIOR WOOD WALL & LIGHT DECK LEVEL PLAN**

**SCALE: 1/2" = 1'-0"**

**INTERIOR WOOD PANEL WALL & LIGHT DECK LEVEL PLAN**

- **LANTERN ROOM DECK LEVEL PLAN**
- **ATTIC ROOM LEVEL PLAN**
- **ENTRANCE ROOM LEVEL PLAN**
- **INTERIOR WOOD PANEL WALL & LIGHT DECK LEVEL PLAN**

**SCALE: 1/2" = 1'-0"**
ENTRANCE LIGHT FINISH NOTES

1. PROVIDE WOOD OR VENEER FACE AS REQUIRED BY HANDSOME SPECIFICATIONS PRIOR TO ANY NEW INSTALLATION.
2. PROVIDE COAMING A BALUSTRADE RAIL coincidence OF INTERIOR EXTERIOR OF EXISTING WINDOWS.
3. PROVIDE STAMPING AT ENTRANCE ACROSS DOOR TO EXTERIOR OF EXTERIOR.
4. PROVIDE STAMPING AT ENTRANCE ACROSS DOOR TO EXTERIOR OF EXTERIOR.

PAINT DESIGNATION LEGEND

- INTERIOR WOOD PANEL & LIGHT (WHITE)
- INTERIOR WINDOW SILHOUETTE & MULLIONS (WHITE)
- EXTERIOR WALL (BLACK)
- EXTERIOR WALL (BLACK)
- IRON PUNISHER POST & APPLIANCE (BLACK)

BE SPECIFICATIONS SECTION 09-083
SUMMARY ACTUAL COLOR SAMPLE FOR PAPER APPROVAL.

KEYNOTES

1. REMOVE WOODEN FLOORING IN LANTERN ROOM, DOWN TO SHEATHING
2. REMOVE AND REPLACE BENT OR MISSING GUARDRAIL MEMBERS TO MATCH EXISTING.
3. CLEAN, PRIME AND PAINT EXISTING ACCESS LADDER WITH MARINE GRADE SEALANT.
4. CLEAN AND PROPERLY PREPARE ALL WOOD SURFACES AND PAINT WITH MARINE GRADE PAINT.
5. REMOVE DETERIORATED PAINT FROM WOOD SURFACES, METAL SURFACES AND BRASS VENT COVER AND MAKE MINOR REPAIRS AS REQUIRED.
6. CLEAN AND PROPERLY PREPARE ALL WOOD SURFACES AND PAINT WITH MARINE GRADE PAINT.
7. REMOVE DETERIORATED PAINT AND REPLACE MISSING TRIM TO MATCH EXISTING.
8. CLEAN AND PROPERLY PREPARE ALL WOOD SURFACES AND PAINT WITH MARINE GRADE PAINT.
9. REMOVE DETERIORATED METAL PIPE FROM WOODEN FRAMING AND REPLACE WITH MARINE GRADE SEALANT.
10. REMOVE DETERIORATED PAINT FROM WOODEN FRAMING AND REPLACE WITH MARINE GRADE SEALANT.
11. CLEAN AND PROPERLY PREPARE ALL METAL SURFACES AND PAINT WITH MARINE GRADE SEALANT.
12. CLEAN AND PROPERLY PREPARE ALL METAL SURFACES AND PAINT WITH MARINE GRADE SEALANT.
13. CLEAN AND PROPERLY PREPARE ALL METAL SURFACES AND PAINT WITH MARINE GRADE SEALANT.
14. CLEAN AND PROPERLY PREPARE ALL METAL SURFACES AND PAINT WITH MARINE GRADE SEALANT.
15. CLEAN AND PROPERLY PREPARE ALL METAL SURFACES AND PAINT WITH MARINE GRADE SEALANT.
16. CLEAN AND PROPERLY PREPARE ALL METAL SURFACES AND PAINT WITH MARINE GRADE SEALANT.
17. CLEAN AND PROPERLY PREPARE ALL METAL SURFACES AND PAINT WITH MARINE GRADE SEALANT.
18. CLEAN AND PROPERLY PREPARE ALL METAL SURFACES AND PAINT WITH MARINE GRADE SEALANT.
19. CLEAN AND PROPERLY PREPARE ALL METAL SURFACES AND PAINT WITH MARINE GRADE SEALANT.
20. CLEAN AND PROPERLY PREPARE ALL METAL SURFACES AND PAINT WITH MARINE GRADE SEALANT.

SECTION ELEVATION

PIPE SOCKET BRACKET

SCALE: 1/8" = 1'-0"

ENTRANCE LIGHT BUILDING NORTH ELEVATION
SCALE: 1/8" = 1'-0"

ENTRANCE LIGHT BUILDING EAST ELEVATION
SCALE: 1/8" = 1'-0"

ENTRANCE LIGHT BUILDING SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

ENTRANCE LIGHT BUILDING WEST ELEVATION
SCALE: 1/8" = 1'-0"
SUMMARY

1.01 DOCUMENT INCLUDES

A. Bid Documents and Contract Documents
   1. Definitions
   2. Contract Documents Identification
   3. Availability
   4. Examination
   5. Inquiries/Addenda
   6. Product/Assembly/System Substitutions

B. Site Assessment
   1. Site Examination
   2. Prebid Conference

C. Bid Submission
   1. Bid Depository
   2. Submission Procedure
   3. Bid Ineligibility
   4. Submission Procedure

D. Bid Enclosures/Requirements
   1. Security Deposit
   2. Consent of Surety
   3. Performance Assurance
   4. Insurance
   5. Bid Form Requirements
   6. Sales and Use Taxes
   7. Fees for Changes in the Work
   8. Bid Form Signature
   9. Additional Bid Information
   10. Selection and Award of Alternates

E. Offer Acceptance/Rejection
   1. Duration of Offer
   2. Acceptance of Offer

BID DOCUMENTS AND CONTRACT DOCUMENTS

2.01 DEFINITIONS

A. Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form Supplements to Bid Forms and Appendices identified.

B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.

C. Bid, Offer, or Bidding: Act of submitting an offer under seal.

D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

2.02 CONTRACT DOCUMENTS IDENTIFICATION

A. The Contract Documents are identified as Project Number 19-1716 Grand Haven South Pier Entrance Restoration as prepared by Architect, and with contents as identified in the Table of Contents.

2.03 AVAILABILITY

A. Bid Documents may be obtained at the office of Architect which is located at 95 West Main Street, Benton Harbor, MI 49022.
B. Electronic copies of the bid documents can be obtained by visiting Abonmarche's website www.abonmarche.com.

C. Printed Bid Documents can be obtained by bidders upon receipt of a non-refundable deposit, by cash or check, in the amount of $25.00 plus shipping, if applicable, for one set.

D. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

E. Owner and Architect/Engineer may distribute digital copies of Bidding Documents via email, website, or other electronic means for the purpose of maximizing availability to potential bidders, suppliers, and subcontractors. Bidders shall obtain printed copies of Bidding Documents from the Issuing Office. Owner and Architect/Engineer cannot be held responsible for any unreadable information contained in digital Bidding Documents or on any printed copy not obtained from the Issuing Office.

F. Owner and Architect/Engineer cannot be held responsible for any inadequacies of bids resulting from partial plan distribution to subcontractors. All parties bidding whole or part of the project are required to review entire document set for consistency in bids and coordination.

204 EXAMINATION

A. Bid Documents are available for viewing at the following: www.abonmarche.com or at the office of the Architect/Engineer: Abonmarche Consultants, Inc., 95 West Main Street, Benton Harbor, Michigan, 49022. 269-927-2295.

B. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.

C. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

205 INQUIRIES/ADDENDA

A. Direct questions to the Architect, Abonmarche - Derk Walkotten, telephone 269-927-2295 x135 or email: dwalkotten@abonmarche.com.

B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.

C. Verbal answers are not binding on any party.

D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known plan holders.

206 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.

B. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.

C. The submission shall provide sufficient information to determine acceptability of such products.

D. Provide complete information on required revisions to other work to accommodate each proposed substitution.

E. Provide products as specified unless substitutions are submitted in this manner and accepted.

F. See Section 01 6000 - Product Requirements for additional information.

SITE ASSESSMENT

301 SITE EXAMINATION

A. Contractors are required to visit the site before submitting a bid.

302 PREBID CONFERENCE

A. A bidders conference has been scheduled for Wednesday, May 5, 2021, 11:00 a.m. at the site's location of South Pier, Grand Haven, MI 49417 weather dependent.
B. All general contract and subcontract bidders, subcontractors and suppliers are invited.
C. Representatives of Architect will be in attendance.
D. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of the Contract Documents.
E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

BID SUBMISSION

4.01 SUBMISSION PROCEDURE
A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
B. Submit (2) two copies of the executed offer on the Bid Forms provided, signed and sealed with the required security deposit in a closed opaque envelope, clearly identified with:
   a) Bidder's name
   b) Project name
   c) Owner's name on the outside.
C. Improperly completed information, irregularities in security deposit, may be cause to declare the bid invalid or informal.
D. An abstract summary of submitted bids will be made available to all bidders following bid opening.

4.02 BID INELIGIBILITY
A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
B. Security deposit, affidavit, bonding or insurance requirements may, at the discretion of Owner, be waived.

BID ENCLOSURES/REQUIREMENTS

5.01 SECURITY DEPOSIT
A. Bids shall be accompanied by a security deposit as follows:
   1. **Certified check or Bid Bond in the amount of 5 % of the Bid.**
B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
C. Endorse the certified check in the name of the Owner.
D. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
E. Include the cost of bid security in the Bid Amount.
F. After a bid has been accepted, all securities will be returned to the respective bidders with other requested enclosures.
G. If no contract is awarded, all security deposits will be returned.

5.02 INSURANCE
A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.

5.03 BID FORM REQUIREMENTS
A. Complete all requested information in the Bid Form and Appendices.

5.04 SALES AND USE TAXES
A. The Contractor shall pay all sales, consumer, use and other similar taxes required by law.
5.05 FEES FOR CHANGES IN THE WORK
A. Include in the Bid Form, the overhead and profit fees on own Work and Work by
subcontractors, applicable for Changes in the Work, whether additions to or deductions from
the Work on which the Bid Amount is based.

5.06 BID FORM SIGNATURE
A. The Bid Form shall be signed by the bidder, as follows:
   1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also
      sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
   2. Partnership: Signature of all partners in the presence of a witness who will also sign.
      Insert the word "Partner" under each signature. Affix seal to each signature.
   3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures.
      Insert the officer's capacity in which the signing officer acts, under each signature. Affix
      the corporate seal. If the bid is signed by officials other than the president and secretary of
      the company, or the president/secretary/treasurer of the company, a copy of the by-law
      resolution of their board of directors authorizing them to do so, must also be submitted with
      the Bid Form in the bid envelope.
   4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their
      respective seals in a manner appropriate to such party as described above, similar to the
      requirements of a Partnership.

5.07 ADDITIONAL BID INFORMATION
A. Submit the following Supplements concurrent with bid submission:
   1. Document 00 4336 - SUPPLEMENT A - LIST OF MAJOR SUBCONTRACTORS: Include
      the names of all Subcontractors and the portions of the Work they will perform.
   2. Document 00 4322 - Unit Prices Form: Include a listing of unit prices specifically
      requested by the Contract Documents.
   4. Document 00 4410 - Supplement K - Non-Asbestos Affidavit. Fill-in all required
      information requested on the Form.
   5. Document 00 4420 - MLAP Appendix D

5.08 SELECTION AND AWARD OF ALTERNATES
A. Bids will be evaluated on the base bid price. After determination of a successful bidder,
   consideration will be given to Alternates and bid price adjustments.

5.09 LIQUIDATED DAMAGES
A. Liquidated damages in the amount of $100 per calendar day, every work day past the date of
   Substantial Completion Date of August 16, 2021, and Liquidated Damages in the amount of
   $900.00 per calendar day, every work day past the date of Final Completion date of August
   27, 2021, will be charged to the General Contractor until the project is completed and both
   parties are in agreement that all Work and Punch List items are complete.

OFFER ACCEPTANCE/REJECTION
6.01 DURATION OF OFFER
A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after the
   bid closing date.

6.02 ACCEPTANCE OF OFFER
A. Owner reserves the right to accept or reject any or all offers.
B. After acceptance by Owner, the Architect, on behalf of Owner, will issue to the successful
   bidder, a written Notice To Proceed.

END OF INSTRUCTIONS TO BIDDERS
CITY OF GRAND HAVEN
CONTRACTOR SERVICES AGREEMENT

This Agreement is made as of June 7, 2021 between the City of Grand Haven, a
Michigan Municipal Corporation, the address of which is 519 Washington Street, Grand
Haven, Michigan 49417, Attn: City Manager (the “City”), and Pushaw Builders LLC, the
address of which is 50 Edwards Ave. Grand Haven, MI 49417, (the “Contractor”).

RECITALS

A. The City wishes to provide for the restoration of the outer lighthouse. (The
“Project”).

B. To complete the Project, the City requires the services of a contractor to provide
the necessary labor, materials, and equipment to restore the upper level of the
outer lighthouse, as specified in the Invitation to Bid, Conditions of Contract, and
Specifications attached as Exhibit A and incorporated by reference.

C. The Contractor’s proposal to provide such services is attached as Exhibit B and
incorporated by reference.

D. The City Council, by its action at a meeting held June 7th 2021 selected
the Contractor to complete the Project.

AGREEMENT

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

ARTICLE I
CONTRACTOR’S RESPONSIBILITIES

1.1 Basic Services, Materials and Equipment. The Contractor shall provide the
following services, materials and equipment.

(a) All labor, materials, supplies, tools, equipment, process and other services
necessary for the complete construction of the Project described in this
Agreement, the Invitation to Bid, Conditions of Contract, General
Conditions and Specifications attached to Exhibit A, and incorporated by
reference, to the approval and complete satisfaction of the City.

(b) Any labor, material, supplies, tools, equipment, process or other service
which may have been unintentionally omitted from the description of work
but which is clearly necessary for the proper completion of the Project in a
workmanlike manner, shall be furnished by the Contractor as if it had been
specified in the scope of work for the Project.
Any work and materials rejected by City for failing to comply with this Agreement shall be promptly removed and replaced by the Contractor to bring it into compliance. This work shall be done at the expense of the Contractor without cost to the City and shall include making good all work of others destroyed or damaged by removal and replacement.

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

1.2 Additional Services. The Contractor will perform services in addition to those detailed in section 1.1 of this Agreement only when requested in writing by the City.

1.3 Termination. Should the Contractor fail to satisfactorily perform any of its duties and obligations under this Agreement and the attached Exhibit A, in a timely fashion, the City may, upon thirty (30) days written notice, terminate this Agreement.

1.4 Insurance. The Contractor shall, before it commences any work under this agreement, file proofs of insurance as required by the documents attached as Exhibit A.

ARTICLE II
PHASES FOR COMMENCEMENT AND COMPLETION

2.1 Phases. The project shall be commenced and completed per the Invitation to Bid Conditions of Contract, General Conditions and Specifications dated June 7th, 2021.

2.2 Commencement and Completion. Work shall commence and not be interrupted until completion on or before a date to be determined at the pre-construction meeting.

ARTICLE III
COMPENSATION AND PAYMENT

3.1 Compensation. The City shall pay the Contractor the sum of $66,681.56 as provided for in the Contractor's proposal attached as Exhibit C, for the services performed under section 1.1 of this Agreement. Additional services as defined in section 1.2 of this Agreement will be performed for a fee agreed upon in writing prior to the performance of such services.

3.2 Billing and Payment. The Contractor will submit monthly invoices to the City for a Pro rata amount of the completed work. All payments unless reasonably disputed within thirty (30) business days of the City's receipt of the invoice, shall be paid within forty-five (45) days of the City's receipt of the invoice. Provided that, ten
percent (10%) of each invoice amount shall be retained by the City until the Project is complete to the City's reasonable satisfaction.

3.3 Liens. The Contractor, its agents, or sub-contractors shall not place any lien upon any City property or any of its buildings, improvements, fixtures or appurtenances, or any other City property without first securing a valid judgement against the City.

ARTICLE IV
MISCELLANEOUS

4.1 Notices. Any notice or other communication to be given under this Agreement shall be personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.

4.2 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted and enforced under the laws of the State of Michigan. To the extent permitted by law, the state courts of Ottawa County, Michigan shall be the jurisdiction and venue for any litigation or other proceeding between the parties that may be brought by reason of this Agreement.

4.3 Waiver of Breach. Neither party's waiver of a breach of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.

4.4 Enforcement. If either party takes legal action to enforce this Agreement, the prevailing party shall be entitled to recover its actual, reasonable costs of such action, including, without limitation, actual, reasonable attorney's fees.

4.5 Headings. The headings in this Agreement are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

4.6 Entire Agreement. This Agreement supersedes all previous or contemporaneous agreements between the parties and constitutes the entire Agreement between the parties relating to its subject matter, except for the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached as Exhibit A and the Proposal attached as Exhibit C, both of which are incorporated by reference. No other oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into this Agreement, the parties are relying solely upon the representations and agreements in this Agreement and no others.

4.7 Conflicts. In case of any conflict between this Agreement and its Exhibits, the terms of this Agreement shall control. In case of any conflict between the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached as Exhibit A and the Proposal attached as Exhibit B, the terms of the Invitation to Bid,
conditions of contract, General Conditions and Specifications attached as Exhibit A shall Control.

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

WITNESSES:

THE CITY OF GRAND HAVEN:

By: ____________________________
    Robert Monetza, Mayor
By: ____________________________
    Linda L. Browand, City Clerk

THE CONTRACTOR:

By: ____________________________
    Its __________________________
By: ____________________________
    Its __________________________
PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

A. Project Name: Grand Haven South Pier Entrance & Inner Lights Restoration
B. Owner's Project Number: 19-1716.
   West end of South Pier.
   1001 S. Harbor Drive.
   Grand Haven, Michigan 49417.
C. The Owner, hereinafter referred to as Owner: City of Grand Haven

1.02 PROJECT DESCRIPTION

A. Summary Project Description:
   At access ladder, wooden ladder used to access the lantern from the lantern service and fog horn room. Clean, prime and paint ladder with Marine grade paint. Secure ladder to floor and wall for safety.
B. At lantern room floor, remove wood flooring down to sheathing and replace with new material matching the species, profile, and size of existing flooring. Clean, properly prepare and paint the floor surface. Paint colors to be in accordance with the Historic Color Report.
C. At the interior walls, Remove deteriorated paint from wood surfaces, metal surfaces and brass vent cover and make minor repairs as required. Remove wood paneling above access door and replace so it is flush with door framing, eliminating the current gap. Repair trim pieces at top of wood paneling and replace missing trim to match existing. Clean and properly prepare all wood surfaces and paint with marine grade paint. Paint colors to be in accordance with the Historic Color Report.
D. At interior ceiling, clean and properly prepare metal surfaces and repaint with marine grade paint. Paint colors to be in accordance with the Historic Color Report.
E. At lantern room deck access door, Remove deteriorated paint and rust from cast iron door surfaces. Clean and properly prepare all metal surfaces white metal and paint with marine grade paint. Paint color to match in accordance with the Historic Color Report. Install new door flashing at base of door interior. Install weather stripping around perimeter of door to create a weather tight seal.
F. At exterior deck, Remove the damaged single ply roof membrane and all related flashing material. Repair any damaged or deteriorated wood deck and deck framing members. Replace the deck with reinforced single ply PVC or Thermoplastic Polyolefin (TPO) membrane in white.
G. At exterior walls, remove deteriorated sealant along exterior window perimeter replace with marine grade sealant. Touch up red paint along millions and window sills, matching existing, as needed.
H. Exterior guardrails, Replace the section of metal railing on west side of lantern deck that has previously been replaced with material not matching the original. Replace missing bottom rail on west side of lantern deck. Remove deteriorated paint, rust and scale from all components and lightly blast to white metal. Clean and properly prepare all metal surfaces and paint with marine grade paint. Paint color to match in accordance with the Historic Color Report.
I. Miscellaneous elements / fixtures, replace three 2x2 steel angle guardrail members to match original metal pipe and brackets. Paint to match existing railing.
1.03 PROCUREMENT TIMETABLE
   A. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.04 PROCUREMENT DOCUMENTS
   A. Availability of Documents: Complete sets of procurement documents may be obtained for a non-refundable sum of $25.00 from:
      1. Abonmarche: 95 West Main Street, Benton Harbor, MI 49022.
   B. Documents may be viewed at www.abonmarche.com.

END OF SECTION
<table>
<thead>
<tr>
<th>SECTION</th>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 0110</td>
<td>PROCUREMENT AND CONTRACTING REQUIREMENTS</td>
</tr>
</tbody>
</table>

**DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

| 00 0102 | Project Information |
| 00 0110 | Table of Contents |
| 00 0115 | List of Drawing Sheets |
| 00 0120 | Project Schedule |
| 00 1113 | Bid Advertisement |
| 00 2113 | Instructions to Bidders |
| 00 4100 | Bid Form |
| 00 4322 | Unit Prices Form |
| 00 4323 | Alternates Form |
| 00 4336 | Proposed Subcontractors Form |
| 00 4373 | Proposed Schedule of Values Form |
| 00 4400 | Non-Collusion Affidavit |
| 00 4410 | Non-Asbestos Affidavit |
| 00 4420 | MLAP APPENDIX D |
| 00 4430 | MCMG APPENDIX E |
| 00 5000 | Contracting Forms and Supplements |
| 00 5200 | Agreement Form |
| 00 7200 | General Conditions |
| 00 7300 | Supplementary Conditions |

**SPECIFICATIONS**

**DIVISION 01 -- GENERAL REQUIREMENTS**

| 01 1000 | Summary |
| 01 2000 | Price and Payment Procedures |
| 01 2200 | Unit Prices |
| 01 2300 | Alternates |
| 01 3000 | Administrative Requirements |
| 01 3553 | Security Procedures |
| 01 5000 | Temporary Facilities and Controls |
| 01 6000 | Product Requirements |
| 01 7000 | Execution and Closeout Requirements |
| 01 7800 | Closeout Submittals |

**DIVISION 02 -- EXISTING CONDITIONS**

| 02 4100 | Demolition |

**DIVISION 03 -- CONCRETE**

| 03 0100 | Maintenance of Concrete |

**DIVISION 08 -- OPENINGS**

| 08 5200 | Wood Windows |

**DIVISION 09 -- FINISHES**

| 09 9000 | Painting and Coating |

19-1716 / Grand Haven South Pier Entrance & Inner Lights Restoration

TABLE OF CONTENTS
SECTION 00 0115
LIST OF DRAWING SHEETS

T1.1 TITLE SHEET
A1.1 ENTRANCE & INNER LIGHT FLOOR PLANS
A2.1 ENTRANCE & INNER LIGHT EXTERIOR ELEVATIONS
A3.1 ENTRANCE LIGHT REHAB PHOTOS
A3.2 ENTRANCE LIGHT REHAB PHOTOS
A3.3 ENTRANCE LIGHT REHAB PHOTOS

END OF LIST OF DRAWINGS
SECTION 00 0120
PROJECT SCHEDULE

THE FOLLOWING PROJECT SCHEDULE PERTAINS TO THE PROJECT KNOWN AS THE GRAND HAVEN SOUTH PIER ENTRANCE & INNER LIGHTS RESTORATION (#19-1716).

MANDATORY PRE-BID CONFERENCE: WEDNESDAY, MAY 5, 2021, 11:00 A.M. ON SITE - SOUTH PIER, GRAND HAVEN, MI 49417.


PRE-CONSTRUCTION CONFERENCE: JUNE 14, 2021

CONSTRUCTION BEGINS BY OR BEFORE: JUNE 21, 2021.

BLOCK OUT AUGUST 4TH-8TH NO CONSTRUCTION COAST GUARD FESTIVAL


END OF PROJECT SCHEDULE
SECTION 00 1113
BID ADVERTISEMENT

FROM:

OWNER - THE OWNER OF THE PROJECT, THE CITY OF GRAND HAVEN, HAS CONTRACTED ABONMARCHE TO BE THE ARCHITECT FOR THE CITY OF GRAND HAVEN SOUTH PIER ENTRANCE & INNER LIGHTS RESTORATION PROJECT.

PROJECT - GRAND HAVEN SOUTH PIER ENTRANCE & INNER LIGHTS RESTORATION, SOUTH PIER, GRAND HAVEN, MICHIGAN 49417.

TIME - SEALED BIDS WILL BE RECEIVED UNTIL WEDNESDAY, May 19, 2021 AT 10:00 A.M. IN THE OFFICE OF THE CITY OF GRAND HAVEN, 519 WASHINGTON AVENUE, GRAND HAVEN, MI 49417. THE BIDS SHALL BE PUBLICLY OPENED AT THE ABOVE ADDRESS.


EXAMINATION AND/OR PROCUREMENT OF CONTRACT DOCUMENTS - THE CONTRACT DOCUMENTS ARE ON FILE FOR INSPECTION AT ABONMARCHE, 95 WEST MAIN STREET, BENTON HARBOR, MICHIGAN 49022. (269) 927-2295. COPIES OF THE CONTRACT DOCUMENTS MAY BE OBTAINED FROM THE ABOVE WITH A NON-REFUNDABLE FEE OF $25.00 FOR EACH SET OF CONTRACT DOCUMENTS, PLUS SHIPPING TBD BY SHIP-TO ADDRESS.

COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS IS REQUIRED.

THIS PROJECT IS PARTIALLY FUNDED BY A MICHIGAN LIGHTHOUSE ASSISTANCE PROGRAM GRANT THROUGH THE STATE HISTORIC PRESERVATION OFFICE, MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY. FUNDING FOR THIS PROGRAM COMES FROM THE SALE OF MICHIGAN'S SPECIALTY LIGHTHOUSE LICENSE PLATE AVAILABLE THROUGH THE SECRETARY OF STATE.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT 11:00A.M. (EST) ON WEDNESDAY, May 5, 2021 (WEATHER PERMITTING) AT THE SOUTH PIER, GRAND HAVEN, MI 49417. CONTACT DERK WALKOTTEN ON MAY 5, 2021 BETWEEN THE HOURS OF 8AM AND 9AM TO CONFIRM. ATTENDEES SHALL PROVIDE THEIR OWN PROPER PPE. NONE WILL BE ALLOWED ACCESS TO THE PIER WITHOUT APPROVED HARD HAT AND LIFE JACKET.

BID SECURITY - A CERTIFIED CHECK, CASHIER'S CHECK, OR BID BOND IN AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE TOTAL OF THE BID, MADE PAYABLE TO THE CITY OF GRAND HAVEN, WILL BE REQUIRED WITH EACH BID. A 100% LABOR, MATERIAL AND PERFORMANCE BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER. THE BONDING COMPANY MUST BE LICENSED TO DO BUSINESS IN THE STATE OF MICHIGAN.

BID REJECTION - THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, WAIVE ANY INFORMALITIES IN BIDDING OR TO ACCEPT THE BID OR BIDS, CONSISTENT WITH LAW, WHICH BEST SERVES THE INTERESTS OF THE OWNER.

WITHDRAWAL OF BIDS - NO BID SHALL BE WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER THE SCHEDULED OPENING WITHOUT THE CONSENT OF THE OWNER.

AWARD OF BID - THE OWNER WILL NOTIFY THE SUCCESSFUL BIDDER WITHIN FOURTEEN (14) DAYS AFTER RECEIVING BIDS. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A SATISFACTORY PERFORMANCE AND LABOR MATERIALS PAYMENT BOND.

END OF BID SOLICITATION
SECTION 00 2113
INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 DOCUMENT INCLUDES

A. Bid Documents and Contract Documents
   1. Definitions
   2. Contract Documents Identification
   3. Availability
   4. Examination
   5. Inquiries/Addenda
   6. Product/Assembly/System Substitutions

B. Site Assessment
   1. Site Examination
   2. Prebid Conference

C. Bid Submission
   1. Bid Depository
   2. Submission Procedure
   3. Bid Ineligibility
   4. Submission Procedure

D. Bid Enclosures/Requirements
   1. Security Deposit
   2. Consent of Surety
   3. Performance Assurance
   4. Insurance
   5. Bid Form Requirements
   6. Sales and Use Taxes
   7. Fees for Changes in the Work
   8. Bid Form Signature
   9. Additional Bid Information
   10. Selection and Award of Alternates

E. Offer Acceptance/Rejection
   1. Duration of Offer
   2. Acceptance of Offer

BID DOCUMENTS AND CONTRACT DOCUMENTS

2.01 DEFINITIONS

A. Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form Supplements to Bid Forms and Appendices identified.

B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.

C. Bid, Offer, or Bidding: Act of submitting an offer under seal.

D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

2.02 CONTRACT DOCUMENTS IDENTIFICATION

A. The Contract Documents are identified as Project Number 19-1716 Grand Haven South Pier Entrance Restoration as prepared by Architect, and with contents as identified in the Table of Contents.

2.03 AVAILABILITY

A. Bid Documents may be obtained at the office of Architect which is located at 95 West Main Street, Benton Harbor, MI 49022.
INSTRUCTIONS TO BIDDERS

19-1716 / Grand Haven South Pier Entrance & Inner Lights Restoration

INQUIRIES/ADDENDA

A. Direct questions to the Architect, Abonmarche – Derk Walkotten, telephone 269-927-2295 x135 or email: dwalkotten@abonmarche.com.

B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.

C. Verbal answers are not binding on any party.

D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known plan holders.

PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.

B. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.

C. The submission shall provide sufficient information to determine acceptability of such products.

D. Provide complete information on required revisions to other work to accommodate each proposed substitution.

E. Provide products as specified unless substitutions are submitted in this manner and accepted.

F. See Section 01 6000 - Product Requirements for additional information.

SITE ASSESSMENT

3.01 SITE EXAMINATION

A. Contractors are required to visit the site before submitting a bid.

3.02 PREBID CONFERENCE

A. A bidders conference has been scheduled for Wednesday, May 5, 2021, 11:00 a.m. at the site's location of South Pier, Grand Haven, MI 49417 weather dependent.
B. All general contract and subcontract bidders, subcontractors and suppliers are invited.
C. Representatives of Architect will be in attendance.
D. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of the Contract Documents.
E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

BID SUBMISSION

4.01 SUBMISSION PROCEDURE
A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
B. Submit (2) two copies of the executed offer on the Bid Forms provided, signed and sealed with the required security deposit in a closed opaque envelope, clearly identified with:
   a) Bidder's name
   b) Project name
   c) Owner's name on the outside.
C. Improperly completed information, irregularities in security deposit, may be cause to declare the bid invalid or informal.
D. An abstract summary of submitted bids will be made available to all bidders following bid opening.

4.02 BID INELIGIBILITY
A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
B. Security deposit, affidavit, bonding or insurance requirements may, at the discretion of Owner, be waived.

BID ENCLOSURES/REQUIREMENTS

5.01 SECURITY DEPOSIT
A. Bids shall be accompanied by a security deposit as follows:
   1. Certified check or Bid Bond in the amount of 5 % of the Bid.
B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
C. Endorse the certified check in the name of the Owner.
D. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
E. Include the cost of bid security in the Bid Amount.
F. After a bid has been accepted, all securities will be returned to the respective bidders with other requested enclosures.
G. If no contract is awarded, all security deposits will be returned.

5.02 INSURANCE
A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.

5.03 BID FORM REQUIREMENTS
A. Complete all requested information in the Bid Form and Appendices.

5.04 SALES AND USE TAXES
A. The Contractor shall pay all sales, consumer, use and other similar taxes required by law.

19-1716 / Grand Haven South Pier Entrance & Inner Lights Restoration
INSTRUCTIONS TO BIDDERS
FEES FOR CHANGES IN THE WORK

A. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.

BID FORM SIGNATURE

A. The Bid Form shall be signed by the bidder, as follows:
   1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
   2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
   3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer’s capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
   4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

ADDITIONAL BID INFORMATION

A. Submit the following Supplements concurrent with bid submission:
   1. Document 00 4336 - SUPPLEMENT A - LIST OF MAJOR SUBCONTRACTORS: Include the names of all Subcontractors and the portions of the Work they will perform.
   2. Document 00 4322 - Unit Prices Form: Include a listing of unit prices specifically requested by the Contract Documents.
   5. Document 00 4420 - MLAP Appendix D

SELECTION AND AWARD OF ALTERNATES

A. Bids will be evaluated on the base bid price. After determination of a successful bidder, consideration will be given to Alternates and bid price adjustments.

LIQUIDATED DAMAGES

A. Liquidated damages in the amount of $100 per calendar day, every work day past the date of Substantial Completion Date of August 16, 2021, and Liquidated Damages in the amount of $900.00 per calendar day, every work day past the date of Final Completion date of August 27, 2021, will be charged to the General Contractor until the project is completed and both parties are in agreement that all Work and Punch List items are complete.

OFFER ACCEPTANCE/REJECTION

DURATION OF OFFER

A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after the bid closing date.

ACCEPTANCE OF OFFER

A. Owner reserves the right to accept or reject any or all offers.

B. After acceptance by Owner, the Architect, on behalf of Owner, will issue to the successful bidder, a written Notice To Proceed.

END OF INSTRUCTIONS TO BIDDERS
SECTION 00 4100
BID FORM

THE PROJECT AND THE PARTIES

TO:
Owner
City of Grand Haven (Owner)
519 Washington Ave.
Grand Haven, MI 49417

FOR:
Grand Haven South Pier Entrance & Inner Lights Restoration

Project Number: 19-1716
Project Location:
South Pier
1001 S. Harbor Drive
Grand Haven, Michigan 49417


SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name:

Address:

City, State, Zip:

Contact person:

Phone:

e-mail:
OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Abonmarche for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the work as described in plans and specifications for the Sum of:

1. ACCESS LADDER (B. 33): $
2. LANTERN ROOM FLOOR (B.34): $
3. EXTERIOR DECK (B.35):
4. INTERIOR WALLS & CEILINGS(B.36):
5. LANTERN ROOM DOOR (B.38)
6. EXTERIOR WALLS (B.39):
7. RAILINGS (B.40):
8. MISCELLANEOUS ELEMENTS / FIXTURES (B.41):

TOTAL OF BASE BID (LINE ITEMS 1-8): $

DOLLARS, IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA.

We have included the required security Bid Bond as required by the Instruction to Bidders. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders. We acknowledge visiting the site before making an offer to the City of Grand Haven:

Bidder: ________________________________

All applicable federal taxes along with permit fees are included and State of Michigan sales taxes are included in the Bid Sum. Compliance with all applicable federal, state, and local laws, rules, and regulations is required.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

   Execute the Agreement within thirteen days of receipt of acceptance of this bid.
   Indicate that work will commence at the appointed time.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

Substantial Completion of all Work: August 16, 2021.

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

19-1716 / Grand Haven South Pier Entrance & Inner Lights Restoration
BID FORM
ADDENDA
The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum #   Dated   
Addendum #   Dated   
Addendum #   Dated   
Addendum #   Dated   

BID FORM SUPPLEMENTS
The following information is included with Bid submission:
The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
- Document 00 4322 - Unit Prices Form: Include a listing of unit prices specifically requested by the Contract Documents.
- Document 00 4323 - Supplement A - Alternatives: Include the cost variations to the Bid Sum applicable to the Work as described in Section 01 2300.
- Document 00 4336 - Supplement A - List of Major Subcontractors: Include the names of all Subcontractors and the portions of work they will perform.
- Document 00 4410 - Supplement K - Non-Asbestos Affidavit
- Document 00 4420 - MLAP Appendix D
- Document 00 4373 - Proposed Schedule of Values Form identifies the Bid Sum segmented into portions as requested.

BID FORM SIGNATURE(S)
The Corporate Seal of

(Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer, Title)
(Seal)

(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM
SECTION 00 4322
UNIT PRICES FORM

PARTICULARS

THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:

(BIDDER) ___________________________________________________________________________

TO (OWNER): CITY OF GRAND HAVEN

DATED __________________AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

THE FOLLOWING ARE UNIT PRICES FOR SPECIFIC PORTIONS OF THE WORK AS LISTED,
AND ARE APPLICABLE TO AUTHORIZED VARIATIONS FROM THE CONTRACT
DOCUMENTS. QUANTITY AMOUNTS LISTED BELOW ARE NOT DETERMINED WITHIN THIS
FORM, BUT ARE BASED UPON "ONE UNIT QUANTITY VALUE" PER "UNIT VALUE".

UNIT PRICE LIST

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT VALUE</th>
</tr>
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<tbody>
<tr>
<td>1. EXTERIOR RAILING – SUPPORT RAILING &amp; POST</td>
<td>$ ___ /LF</td>
</tr>
<tr>
<td>2. EXTERIOR RAILING – SOCKET BRACKET</td>
<td>$ ___ /EACH</td>
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<td>3. AIR FLOW REGULATORS – VENT COVER</td>
<td>$ ___ /EACH</td>
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<td>4. TIN CEILING – PANELS</td>
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END OF UNIT PRICES FORM
SECTION 00 4323
SUPPLEMENT A - LIST OF ALTERNATIVES

PARTICULARS

THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:
(BIDDER)___________________________________________.

TO (OWNER): CITY OF GRAND HAVEN
DATED_________________________AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATES LIST

THE FOLLOWING AMOUNTS SHALL BE TOTAL STAND ALONE COSTS FOR EACH PARTICULAR ALTERNATE LISTED AND SHALL NOT BE COSTS TO BE ADDED OR DEDUCTED FROM THE BASE BID AMOUNT. REFER TO SECTION 01 2300 - ALTERNATIVES: SCHEDULE OF ALTERNATIVES.

ALTERNATIVE #1
REMOVE AND REPLACE DAMAGED PLYWOOD SUBSTRATE & TIN CEILING FINISH CEILING (+/-15 SF):
(ADD) $__________

ALTERNATIVE #2
REMOVAL & REPLACE DAMAGE TIN CEILING (+/-100 SF):
(ADD) $__________

VOLUNTARY ALTERNATES:
Description: (DEDUCT) $__________

VOLUNTARY ALTERNATES:
Description: (DEDUCT) $__________

END OF ALTERNATE SUPPLEMENT
SECTION 00 4336
SUPPLEMENT A - LIST OF MAJOR SUBCONTRACTORS

PARTICULARS

HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:
(BIDDER)

TO (OWNER): CITY OF GRAND HAVEN
DATED__________________________AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS
AND COORDINATED BY US:

LIST OF SUBCONTRACTORS

<table>
<thead>
<tr>
<th>WORK SUBJECT</th>
<th>SUBCONTRACTOR NAME (ONE NAME ONLY EACH)</th>
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END OF SUPPLEMENT FORM
SECTION 00 4373
PROPOSED SCHEDULE OF VALUES FORM

PARTICULARS

THE FOLLOWING IS A COST BREAKDOWN REFERENCED IN THE BID SUBMITTED BY:
(BIDDER) ____________________________

TO (OWNER): CITY OF GRAND HAVEN
DATED__________AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

END OF PROPOSED SCHEDULE OF VALUES FORM
SECTION 00 4410
SUPPLEMENT K - NON-ASBESTOS AFFIDAVIT

STATE OF ________________________________

COUNTY OF ________________________________

THE UNDERSIGNED BIDDER OR AGENT, BEING DULY SWORN, ON OATH SAYS THAT HE
WILL NOT, NOR WILL ANY OTHER SUBCONTRACTOR, REPRESENTATIVE, OR AGENT OF
THE FIRM, COMPANY, CORPORATION OR PARTNERSHIP REPRESENTED BY HIM,
PURCHASE EQUIPMENT CONTAINING ASBESTOS, OR INSTALL ASBESTOS CONTAINING
MATERIAL FOR THIS FACILITY.

________________________________________

TYPED NAME

________________________________________

TYPED TITLE

________________________________________

BIDDER OR AGENT

________________________________________

FOR: ________________________________

FIRM OR CORPORATION

________________________________________

SUBSCRIBED AND SWORN TO BEFORE ME THIS
__ DAY OF ________________________, ______.

________________________________________

NOTARY PUBLIC

________________________________________

MY COMMISSION EXPIRES: ________________________________

END OF SUPPLEMENT K
Due to the federal funding source of the Grant Agreement from NOAA, requirements are controlled by, and detailed within, the U.S. DOC Federal Assistance Standard Terms and Conditions (U.S. DOC Terms and Conditions) and 2 Code of Federal Regulations Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). 2 CFR Part 200 is the basis for all federal grant awards, wholly or partially funded, and has been adopted by each federal agency administering federal grants.

Excerpts from grant agreement:
IX. NON-DISCRIMINATION
The Grantee and its sub-recipients or contractors and subcontractors, as applicable, shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against an employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, including a benefit plan or system or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, height, weight, partisan considerations, marital status, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES
The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

XIII. ANTI-LOBBYING
If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.
If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.
XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.sam.gov to verify that its agents, and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
5. Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

(F) Bonds

Contractors/subcontractors performing construction work costing $1000 (one thousand dollars) or more shall furnish, in acceptable form, surety bonds in the amount of 100 percent of their respective contract sums under this agreement. These bonds will be security for faithful performance of this contract or subcontracts there under, and for payment of all persons performing labor and furnishing material in connection with this contract or subcontract there under. The agency receiving a subgrant under this agreement will secure evidence (e.g., a letter of certification from a reputable bonding company) that its construction contractors/subcontractors have obtained such bonds which will remain in effect for the duration of the project, or will otherwise arranged for an equally effective performance bond. The State will not pay any charge for such bonds additional to the face value of this contract/subgrant agreement.

(G) Guarantee

The public/nonprofit agency responsible for this project shall require each construction contractor/subcontractor to furnish a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the public/nonprofit agency responsible. Construction contractors and subcontractors shall provide such guarantees.

(H) Inspection

Construction contractors and subcontractors shall at all times permit and facilitate inspection of the work by appropriate representatives of the public/nonprofit agency responsible for the project and the State. Agencies responsible for projects shall include this requirement in all construction contracts and subcontracts.

Small Businesses, Minority Business Enterprises and Women’s Business Enterprises

In accordance with 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms), the recipient must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. DOC encourages non-Federal entities to use small businesses, minority business enterprises and women’s business enterprises in contracts under financial assistance awards. The Minority Business Development Agency within the DOC will assist non-Federal entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA’s website at http://www.mbd.gov.
XXIV. PROGRAM GENERAL PROVISIONS
(A) Grant Acknowledgement

All project work products must acknowledge financial assistance of the Michigan Coastal Management Program and the NOAA.

(1) This grant acknowledgement will include the EGLE, and the NOAA logos to be provided by the State and the following language: "Financial assistance for this project was provided, in part, by the EGLE, WRD, Michigan Coastal Management Program, under the National Coastal Zone Management Program, through a grant from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce."

(2) As appropriate, include view disclaimer for reports and/or videos in addition to the EGLE and the NOAA logos and financial acknowledgment language listed in the above paragraph. The view disclaimer shall include the following language: "The statements, findings, conclusions, and recommendation in this (report/video) are those of the (Grantee) and do not necessarily reflect the views of the EGLE or the NOAA."

(3) For press releases, newsletters, newspaper articles, graphic displays meant for public presentations and in other public forums, require the EGLE and the NOAA logos and the funding source as such "EGLE, WRD, Michigan Coastal Management Program and NOAA."

(4) The cover of the title page of, or other prominent place within, all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgment pages of web sites/web pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration.

(D) Prevent Spread of Invasive Species

The Grantee shall ensure that any field work conducted for this project, including construction activities, survey(s), educational, training or volunteer programs/activities will be conducted in accordance with appropriate, federal, state, and local laws and will follow recognized best practices and take the necessary steps to minimize the risk of spreading terrestrial and aquatic invasive species and to minimize the impact to the human environment during this project. The Grantee's selection of project-appropriate measures is required to take into consideration the type of work being conducted and the specific site situation, including the changes in risk level according to season and weather.

(E) Required permits (local, state, tribal, and federal) shall be submitted to the State Contact before any earth movement can commence on any aspects of the low-cost construction project.

SIGN - A sign provided by the State shall be erected at the site during construction and permanently installed at the site indicating that the project is being funded under a grant from the Coastal Management Program and the National Oceanic and Atmospheric Administration.
For construction grants, provide at least ten photographs showing "Before," "During," and "After" conditions. Include at least one photo of the permanent acknowledgment sign installed on-site.
SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT
   A. The Agreement is based on AIA A101.
   B. The General Conditions are based on AIA A201.
   C. Copies of the General Conditions and Agreement to follow end of this section.

1.03 FORMS
   A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
   B. Post-Award Certificates and Other Forms:
      1. Schedule of Values Form: AIA G703.
      2. Application for Payment Form: AIA G702 and G703.
   C. Clarification and Modification Forms:
      1. Supplemental Instruction Form: AIA G710.
      2. Change Order Form: AIA G701.
   D. Closeout Forms:

1.04 REFERENCE STANDARDS
   A. AIA A101 - Standard Form of Agreement between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2017.
   B. AIA A201 - General Conditions of the Contract for Construction; 2017.
   C. AIA G701 - Change Order; 2017.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
SECTION 00 5200
AGREEMENT FORM

PART 1 GENERAL

FORM OF AGREEMENT

3.01 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.

3.02 RELATED REQUIREMENTS
   A. Section 00 7200 - General Conditions.
   B. Section 00 7300 - Supplementary Conditions.

AIA DOCUMENT A101, OWNER-CONTRACTOR AGREEMENT FORM - STIPULATED SUM 2007 EDITION, FORMS THE BASIS OF CONTRACT BETWEEN THE OWNER AND CONTRACTOR.

END OF AGREEMENT
SECTION 00 7200
GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

SUPPLEMENTARY CONDITIONS

2.01 REFER TO DOCUMENT 00 7300 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF SECTION
SECTION 00 7300
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

1.02 THESE SUPPLEMENTARY CONDITIONS AMEND AND SUPPLEMENT THE GENERAL CONDITIONS DEFINED IN DOCUMENT 00 7200 - GENERAL CONDITIONS AND OTHER PROVISIONS OF THE CONTRACT DOCUMENTS AS INDICATED BELOW. PROVISIONS THAT ARE NOT SO AMENDED OR SUPPLEMENTED REMAIN IN FULL FORCE AND EFFECT.

1.03 THE TERMS USED IN THESE SUPPLEMENTARY CONDITIONS THAT ARE DEFINED IN THE GENERAL CONDITIONS HAVE THE MEANINGS ASSIGNED TO THEM IN THE GENERAL CONDITIONS.

1.04 MODIFICATIONS TO GENERAL CONDITIONS

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED THE FOLLOWING

ARTICLE 1 - GENERAL PROVISIONS

5.01 BASIC DEFINITIONS
ADDITIONAL ARTICLE 1.1 - BASIC DEFINITIONS

6.01 PROJECT MANUAL: THE PROJECT MANUAL IS THE VOLUME USUALLY ASSEMBLED FOR THE WORK WHICH INCLUDES THE BID DOCUMENTS, CONTRACT DOCUMENTS, AND SPECIFICATIONS.

END OF DOCUMENT
PART 1 GENERAL
A. Project Name: Grand Haven South Pier Entrance Restoration
B. Owner's Name: City of Grand Haven
C. Architect's Name: Abonmarche

1.02 CONTRACT DESCRIPTION
A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form.

1.03 DESCRIPTION OF WORK
A. Work Includes:
1. At access ladder, wooden ladder used to access the lantern from the lantern service and fog horn room. Clean, prime and paint ladder with Marine grade paint. Secure ladder to floor and wall for safety.
2. At lantern room floor, remove wood flooring down to sheathing and replace with new material matching the species, profile, and size of existing flooring. Clean, properly prepare and paint the floor surface. Paint colors to be in accordance with the Historic Color Report.
3. At the interior walls, Remove deteriorated paint from wood surfaces, metal surfaces and brass vent cover and make minor repairs as required. Remove wood paneling above access door and replace so it is flush with door framing, eliminating the current gap. Repair trim pieces at top of wood paneling and replace missing trim to match existing. Clean and properly prepare all wood surfaces and paint with marine grade paint. Paint colors to be in accordance with the Historic Color Report.
4. At interior ceiling, clean and properly prepare metal surfaces and repaint with marine grade paint. Paint colors to be in accordance with the Historic Color Report.
5. At lantern room deck access door, Remove deteriorated paint and rust from cast iron door surfaces. Clean and properly prepare all metal surfaces white metal and paint with marine grade paint. Paint color to match in accordance with the Historic Color Report. Install new door flashing at base of door interior. Install weather stripping around perimeter of door to create a weather tight seal.
6. At exterior deck, Remove the damaged single ply roof membrane and all related flashing material. Repair any damaged or deteriorated wood deck and deck framing members. Replace the deck with reinforced single ply PVC or Thermoplastic Polyolefin (TPO) membrane in white.
7. At exterior walls, remove deteriorated sealant along exterior window perimeter replace with marine grade sealant. Touch up red paint along mullions and window sills, matching existing, as needed.
8. Exterior guardrails, Replace the section of metal railing on west side of lantern deck that has previously been replaced with material not matching the original. Replace missing bottom rail on west side of lantern deck. Remove deteriorated paint, rust and scale from all components and lightly blast to white metal. Clean and properly prepare all metal surfaces and paint with marine grade paint. Paint color to match in accordance with the Historic Color Report.
9. Miscellaneous elements / fixtures, replace three 2x2 steel angle guardrail members to match original metal pipe and brackets. Paint to match existing railing.
B. Scope of demolition and alterations work is shown on drawings.

1.04 FUTURE WORK
A. None
1.05 OWNER OCCUPANCY
   A. Owner intends to occupy the Project at substantial completion of project.
   B. Cooperate with Owner to minimize conflict and to facilitate Owner’s operations.

1.06 CONTRACTOR USE OF SITE AND PREMISES
   A. Arrange use of site and premises to allow:
      1. Owner occupancy.
      2. Work by Others.
      3. Use of site by the public.
   B. Provide access to and from site as required by law and by Owner:
   C. Existing building spaces may not be used for storage.

1.07 WORK SEQUENCE
   A. Coordinate construction schedule and operations with Owner and Architect.

1.08 SPECIFICATION SECTIONS APPLICABLE TO ALL CONTRACTS
   A. Unless otherwise noted, all provisions of the sections listed below apply to all contracts.
      Specific items of work listed under individual contract descriptions constitute exceptions.
   B. Section 01 2000 - Price and Payment Procedures.
   C. Section 01 2200 - Unit Prices.
   D. Section 01 2300 - Alternates.
   E. Section 01 3000 - Administrative Requirements.
   F. Section 01 3553 - Security Procedures.
   G. Section 01 5000 - Temporary Facilities and Controls.
   H. Section 01 6000 - Product Requirements.
   I. Section 01 7000 - Execution and Closeout Requirements.
   J. Section 01 7800 - Closeout Submittals.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED
SECTION 01 2200
UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. List of unit prices, for use in preparing Bids.
B. Measurement and payment criteria applicable to Work performed under a unit price payment method.
C. Defect assessment and non-payment for rejected work.

1.02 COSTS INCLUDED
A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 UNIT QUANTITIES SPECIFIED
A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.04 MEASUREMENT OF QUANTITIES
A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
C. Assist by providing necessary equipment, workers, and survey personnel as required.
D. Measurement Devices:
   1. Metering Devices: Inspected, tested and certified by the applicable State department within the past year.
E. Measurement by Area: Measured by square dimension using mean length and width or radius.
F. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
G. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
H. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify Architect prior to starting work.
I. Contractor's Engineer Responsibilities: Sign surveyor's field notes or keep duplicate field notes, calculate and certify quantities for payment purposes.

1.05 PAYMENT
A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
B. Payment will not be made for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products not completely unloaded from the transporting vehicle.
   4. Products placed beyond the lines and levels of the required Work.
   5. Products remaining on hand after completion of the Work.

1.06 DEFECT ASSESSMENT
A. Replace Work, or portions of the Work, not conforming to specified requirements.
B. If, in the opinion of Architect & Owner, it is not practical to remove and replace the Work, Architect will direct one of the following remedies:
   1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Architect.
   2. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect.

C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.

D. The authority of Architect & Owner to assess the defect and identify payment adjustment is final.

END OF SECTION
SECTION 01 2300
ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Description of Alternates.
   B. Procedures for pricing Alternates.
   C. Documentation of changes to Contract Sum and Contract Time.

1.02 RELATED REQUIREMENTS
   A. Section 002113 - Instructions to Bidders: Instructions for preparation of pricing for alternatives.
   B. Section 004323 - Alternatives Form: List of alternatives as supplement to Bid Form.
   C. Section 005200 - Agreement: Incorporating monetary value of accepted alternatives.

1.03 ACCEPTANCE OF ALTERNATES
   A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
   B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES
   Alternative #1: Remove and replace damaged plywood substrate & tin ceiling finish ceiling (+/-15 SF).
   Alternative #2: Removal & replace damage tin ceiling (+/-100 SF):
      1. Voluntary Alternates:
         Voluntary Alternates may be submitted. These alternates must be accompanied with the Manufacturer's Specifications and design data that documents the validity of the alternate. Submit a description of your voluntary alternate and designate it by a number to correspond with a corresponding voluntary alternate number on the proposal form.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES
A. Preconstruction meeting.
B. Progress meetings.
C. Construction progress schedule.
D. Submittals for review, information, and project closeout.
E. Number of copies of submittals.
F. Submittal procedures.

1.02 RELATED REQUIREMENTS
A. None.

1.03 PROJECT COORDINATION
A. Project Coordinator: Abonmarcve.
B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
C. During construction, coordinate use of site and facilities through the Project Coordinator.
D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
G. Make the following types of submittals to Architect through the Project Coordinator:
   1. Requests for interpretation.
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Design data.
   6. Manufacturer's instructions and field reports.
   7. Applications for payment and change order requests.
   8. Progress schedules.
   9. Coordination drawings.
   10. Correction Punch List and Final Correction Punch List for Substantial Completion.
   11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING
A. Contractor will schedule and administer a meeting after Notice of Award.
B. Attendance Required:
   1. Owner.
   3. Contractor.
C. Agenda:
   1. Execution of Owner-Contractor Agreement.
   2. Submission of executed bonds and insurance certificates.
4. Submission of list of Products, schedule of values, and progress schedule.
5. Designation of personnel representing the parties to Contract, Owner and Architect.
7. Use of premises by Owner and Contractor.
8. Owner's requirements and occupancy prior to completion.
11. Requirements for start-up of equipment.

D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.02 CONSTRUCTION PROGRESS SCHEDULE
A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the of Work.
B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

3.03 SUBMITTALS FOR REVIEW
A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.
B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
C. Samples will be reviewed only for aesthetic, color, or finish selection.
D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

3.04 SUBMITTALS FOR INFORMATION
A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
   7. Other types indicated.
B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.05 SUBMITTALS FOR PROJECT CLOSEOUT
A. Submit Correction Punch List for Substantial Completion.
B. Submit Final Correction Punch List for Substantial Completion.
C. When the following are specified in individual sections, submit them at project closeout:
   1. Operation and maintenance data.
   2. Warranties.
   4. Other types as indicated.
D. Submit for Owner's benefit during and after project completion.
3.06 NUMBER OF COPIES OF SUBMITTALS

A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

B. Samples: Submit the number of samples which the Contractor requires, plus two samples, one of which will be retained by Architect.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

3.07 SUBMITTAL PROCEDURES

A. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
   2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.

B. Transmit each submittal with a copy of approved submittal form.
C. Transmit each submittal with approved form.
D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
G. Deliver submittals to Architect electronically.
H. Schedule submittals to expedite the Project, and coordinate submission of related items.
I. For each submittal for review, allow 5 days excluding delivery time to and from the Architect/Engineer.
J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
K. Provide space for Contractor and Architect review stamps.
L. When revised for resubmission, identify all changes made since previous submission.
M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
N. Submittals not requested will not be recognized or processed.

END OF SECTION
SECTION 01 3553
SECURITY PROCEDURES

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Security measures including formal security program.

1.02 RELATED REQUIREMENTS
   A. None.

1.03 SECURITY PROGRAM
   A. Protect Work from theft and vandalism.
   B. Initiate program in coordination with Owner's existing security system at project mobilization.
   C. Allow access to all areas that remain open to the public.
   D. No public access to lighthouse building during construction activity. Building to be Secure from public access at all times.
   E. Maintain program throughout construction period.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
NAME: JEROVSEK, JEFFERY L.

LOCATION: 114 CRESCENT DR

ACCOUNT #: 161540000

FROM: 05/01/2021 TO: 05/27/2021 Days: 27 DUE: 07/01/2021

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| AFTER DUE DATE PAY           | $67.51    |               |           |           |       |        |
| 05/25/2021                   |           |               |           |           |       |        |
| BALANCE FORWARD              | $0.00     |               |           |           |       |        |
| LAST PAYMENT DATE            |           |               |           |           |       |        |
| LAST PAYMENT AMOUNT          | $18.97    |               |           |           |       |        |
| THIS BILLING                 | $61.36    |               |           |           |       |        |
| PENALTIES                    | $0.00     |               |           |           |       |        |
| ADJUSTMENTS                  | $0.00     |               |           |           |       |        |
| TOTAL DUE                    | $61.36    |               |           |           |       |        |

THIS IS A FINAL BILL.

Failure to receive bill does not waive past due penalty!

IMPORTANT NOTICE: Payment must be in our office on or before the due date or a 10% penalty will be assessed. For your convenience a drop box is located next to the drive at the rear of City Hall and front door of City Hall. All payments after 5:00 p.m. are posted to the next regular workday. Questions?? Call (616) 847-4895.

Payments may be made by credit card, (855) 461-9798 or online at www.grandhaven.org. A fee of 3% will apply. All checks can be made payable to the City of Grand Haven.

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

CITY OF GRAND HAVEN
519 WASHINGTON AVENUE
GRAND HAVEN, MI 49417

FORWARD SERVICE REQUESTED

ACCOUNT DATE DUE AMOUNT DUE
161540000 07/01/2021 $61.36

ADDRESS:
JEROVSEK, JEFFERY L.
114 CRESCENT DR
GRAND HAVEN, MI 49417

MAKE CHECKS PAYABLE TO:
CITY OF GRAND HAVEN
519 WASHINGTON AVE
GRAND HAVEN, MI 49417
PART 1 GENERAL
1.01 SECTION INCLUDES
A. Temporary telecommunications services.
B. Temporary sanitary facilities.
C. Temporary Controls: Barriers, enclosures, and fencing.
D. Security requirements.
E. Vehicular access and parking.
F. Waste removal facilities and services.

1.02 RELATED REQUIREMENTS
A. None.

1.03 TELECOMMUNICATIONS SERVICES
A. Contractor to provide, maintain, and pay for his own telephone service. Under no circumstances shall the Contractor use the Owner's Telephone.

1.04 TEMPORARY SANITARY FACILITIES
A. The Contractor shall furnish and maintain a portable toilet at the project site for the duration of the project.
B. Contractor to maintain facility in clean and sanitary condition. Return to Owner in same or better condition than received.
C. At end of construction, Contractor to promptly remove portable toilet facility.

1.05 BARRIERS
A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 FENCING
A. Provide 6 foot high construction fence around construction site to restrict pedestrian pier access. Secure as required.

1.07 SECURITY
A. Coordinate with Owner's security program.

1.08 VEHICULAR ACCESS AND PARKING
A. Coordinate access and haul routes with governing authorities and Owner.
B. Provide access to fire hydrants, free of obstructions.
C. Provide means of removing mud from vehicle wheels before entering streets.
D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
E. Existing parking areas in Grand Haven State Park may be used for construction parking. Contractor must contact Grand Haven State Park staff member Andy Lundberg at 616-847-1309 to arrange for a staging/parking permit before work commences.

1.09 WASTE REMOVAL
A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
B. Provide containers with lids. Remove trash from site as soon as container is full.
C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.

B. Clean and repair damage caused by installation or use of temporary work.

END OF SECTION
SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. General product requirements.
B. Transportation, handling, storage and protection.
C. Product option requirements.
D. Substitution limitations and procedures.
E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS
A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
B. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

1.03 REFERENCE STANDARDS
A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS
A. Product Data Submittals: Submit manufacturer’s standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers’ standard data to provide information specific to this Project.
B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer’s standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS
A. Provide new products unless specifically required or permitted by the Contract Documents.
B. Where all other criteria are met, Contractor shall give preference to products that:
   1. If used on interior, have lower emissions, as defined in Section 016116.
   2. If wet-applied, have lower VOC content, as defined in Section 016116.
   3. Have a published GreenScreen Chemical Hazard Analysis.

2.02 PRODUCT OPTIONS
A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS
A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
B. Deliver to Project site and place in location as directed. Obtain receipt prior to final payment.

19-1716 / Grand Haven South Pier Entrance & Inner Lights Restoration
PRODUCT REQUIREMENTS 01 6000 - 1
PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period and the documents required. Comply with requirements specified in Section 00 2113.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

C. A request for substitution constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.

D. Substitution Submittal Procedure (after contract award):
   1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
   2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
   3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer’s instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers’ instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
G. Comply with manufacturer's warranty conditions, if any.
H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
I. Prevent contact with material that may cause corrosion, discoloration, or staining.
J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION
SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Examination, preparation, and general installation procedures.
   B. Requirements for alterations work, including selective demolition.
   C. Cleaning and protection.
   D. Closeout procedures, including Contractor’s Correction Punch List, except payment procedures.
   E. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS
   A. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
   B. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, and warranties.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.05 COORDINATION
   A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
   B. Notify affected utility companies and comply with their requirements.
   C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
   D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
   E. In finished areas, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
   F. Coordinate completion and clean-up of work of separate sections.
   G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner’s activities.

PART 2 PRODUCTS
PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
   B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
   C. Examine and verify specific conditions described in individual specification sections.
D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 GENERAL INSTALLATION REQUIREMENTS
A. Install products as specified in individual sections, in accordance with manufacturer’s instructions and recommendations, and so as to avoid waste due to necessity for replacement.
B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.03 ALTERATIONS
A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as shown.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.
B. Remove existing work as indicated and as required to accomplish new work.
   1. Remove items indicated on drawings.
   2. Relocate items indicated on drawings.
   3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
   4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
C. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting newwork.
   3. Repair adjacent construction and finishes damaged during removal work.
D. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
E. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
F. Refinish existing surfaces as indicated:
G. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
H. Do not begin new construction in alterations areas before demolition is complete.
I. Comply with all other applicable requirements of this section.

3.04 PROGRESS CLEANING
A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
D. Collect and remove waste materials, debris, and trash/rubbish from site daily and dispose off-site; do not burn or bury.

3.05 PROTECTION OF INSTALLED WORK
A. Protect installed work from damage by construction operations.
B. Provide special protection where specified in individual specification sections.
C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
G. Prohibit traffic from landscaped areas.
H. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.06 FINAL CLEANING
A. Execute final cleaning prior to final project assessment after Substantial Completion but before making final application for payment.
B. Use cleaning materials that are nonhazardous.
C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces,
D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
F. Clean site; sweep paved areas, rake clean landscaped surfaces.
G. Remove waste, sweep paved areas, rake clean landscaped surfaces.

3.07 CLOSEOUT PROCEDURES
A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect.
   2. Provide copies to Owner.
B. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
D. Owner will occupy all of the building as specified in Section 011000.
E. Conduct Substantial Completion Inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.08 MAINTENANCE
A. Provide service and maintenance of components indicated in specification sections.
B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
C. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of Owner.

END OF SECTION
SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Warranties and bonds.

1.02 RELATED REQUIREMENTS
A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
B. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS
A. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
B. Signed Affidavits:
   1. Statement by the Contractor that no asbestos-containing materials were used during the construction of this project.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION
3.01 WARRANTIES AND BONDS
A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
B. Verify that documents are in proper form, contain full information, and are notarized.
C. Co-execute submittals when required.
D. Retain warranties and bonds until time specified for submittal.

3.02 SIGNED AFFIDAVITS
A. Contractor's Asbestos Affidavit:
   1. Before final payment of the contract price, the Contractor will sign and submit to the Owner, on the contracting firm's letterhead, a dated copy of the following statement: "I hereby certify that to the best of my knowledge no asbestos-containing material was used as a building material during this project."

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES
A. Surface preparation.
B. Field application of paints and other coatings.

1.02 REFERENCE STANDARDS
C. SSPC (PM1) - Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings; Fourth Edition.

1.03 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Samples: Submit samples illustrating manufacturer's entire range of colors and finishes available for each surface finishing product scheduled.
C. Manufacturer's Instructions: Indicate special surface preparation procedures.
D. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.04 QUALITY ASSURANCE
A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years documented experience and approved by manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING
A. Deliver products to site in sealed original and labeled containers; inspect to verify acceptability.
B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS
A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.
F. Supply at least one unopened gallon of each color, type and surface texture; stored where directed.
PART 2 PRODUCTS

201 MANUFACTURERS
A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
B. Paints, Primer/Sealers, Block Fillers:
   2. O'Leary Paint Co.
C. Substitutions: See Section 01 6000 - Product Requirements.

202 PAINTS AND COATINGS - GENERAL
A. Paints and Coatings: Ready mixed. Prepare pigments:
   1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Supply each coating material in quantity required to complete entire project's work from a single production run.
   3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
C. Volatile Organic Compound (VOC) Content:
   1. Provide coatings that comply with the most stringent requirements specified in the following:
   2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
D. Chemical Content: The following compounds are prohibited:
   1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
   2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-buty phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.
E. Flammability: Comply with applicable code for surface burning characteristics.
F. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
G. Colors: To be selected from manufacturer's full range of available colors.
   1. Selection to be made by Architect after award of contract.

203 PAINT SYSTEMS - INTERIOR/EXTERIOR
A. Interior Wood: (P-1) (Sherwin Williams)
   1. 1 Coat: Pro Industrial Alkyd Extra White (B54W00151)
      a. 2.0 mils dft
      b. Color: White
B. Interior Window Sill, Mullions & Light Ceiling (P-2) (Sherwin Williams)
1. 1 Coat: Direct-To-Metal Enamel (B55W00101)
   a. 2.0 mils dft
   b. Color: White

C. Exterior Metal: (P-3) (O'Leary)
   3. Final Coat: Devthane 379h Urethane
      a. Color: FED STD RED 11140

D. Exterior Iron Railing: (P-4) (O'Leary)
   3. Final Coat: Devthane 379h Urethane
      a. Color: Black

204 ACCESSORY MATERIALS

A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

C. Test shop-applied primer for compatibility with subsequent cover materials.

D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
   1. Traffic Surfaces: 8 percent.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to coating application.

B. Prepare surfaces on Original Structure according to the method required by the EPA for Lead paint abatement.

C. Prepare remaining surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

E. Marks: Seal with shellac those areas which may bleed through surface finishes.

F. Remove mildew from impervious surfaces by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

3.03 APPLICATION

A. Apply products in accordance with manufacturer's instructions.

B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance.

E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING
A. Collect waste material which may constitute a fire hazard, and place in closed metal containers. Remove all accumulated waste daily from site.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 DELIVERY, STORAGE, AND HANDLING
A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS
A. Fire-Resistance Ratings: As tested according to ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

B. Air-Barrier and Water-Resistant Glass-Mat Gypsum Sheathing Performance: Air-barrier and water-resistant glass-mat gypsum sheathing assembly, and seals with adjacent construction, shall be capable of performing as a continuous air barrier and as a liquid-water drainage plane flashed to discharge to the exterior incidental condensation or water penetration. Air-barrier assemblies shall be capable of accommodating substrate movement and of sealing substrate expansion and control joints, construction material changes, penetrations, tie-ins to other installed air barriers, and transitions at perimeter conditions without deterioration and air leakage exceeding specified limits.

2.2 WOOD PANEL PRODUCTS
A. Certified Wood: The following wood products shall contain not less than 60 percent certified wood tracked through a chain-of-custody process. Certified wood documentation shall be provided by sources certified through a forest certification system with principles, criteria, and standards developed using ISO/IEC Guide 59 or the World Trade Organization's "WTO Agreement on Technical Barriers to Trade."

1. plywood.
2. Oriented strand board.
3. Particleboard underlayment.
4. Hardboard underlayment.
B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.

C. Factory mark panels to indicate compliance with applicable standard.

2.3 MISCELLANEOUS MATERIALS

A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with ASTM D3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

1. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.

B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.

C. Securely attach to substrate by fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in the ICC's International Residential Code for One- and Two-Family Dwellings.
3. ICC-ES evaluation report for fastener.

D. Use common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.

E. Coordinate sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.

F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.
3.2 WOOD STRUCTURAL PANEL INSTALLATION


END OF SECTION 06 1600
SECTION 075419 - POLYVINYL-CHLORIDE (PVC) ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Adhered polyvinyl chloride (PVC) roofing system.
2. Mechanically fastened, polyvinyl chloride (PVC) roofing system.
3. Loosely laid and ballasted, polyvinyl chloride (PVC) roofing system.

B. Section includes installation of sound-absorbing insulation strips in ribs of roof deck. Sound-absorbing insulation strips are furnished under Section 053100 "Steel Decking."

C. Related Requirements:

1. Section 061600 "Sheathing" for wood-based, structural-use roof deck panels.
2. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.

1.3 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D1079 and glossary in NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. For insulation and roof system component fasteners, include copy of FM Approvals' RoofNav listing.

1.5 INFORMATIONAL SUBMITTALS

A. Sample Warranties: For manufacturer's special warranties.
1.6  CLOSEOUT SUBMITTALS
  
A. Certified statement from existing roof membrane manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.

1.7  QUALITY ASSURANCE
  
A. Manufacturer Qualifications: A qualified manufacturer that is listed in FM Approvals' RoofNav for roofing system identical to that used for this Project.
B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.8  DELIVERY, STORAGE, AND HANDLING
  
A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
   1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.9  FIELD CONDITIONS
  
A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.10  WARRANTY
  
A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

19-1716 / Grand Haven South Pier Entrance & Inner Lights Restoration
POLYVINYL-CHLORIDE (PVC) ROOFING
1. Special warranty includes roof membrane, base flashings, substrate board, and other components of roofing system.
2. Warranty Period: 20 years from date of Substantial Completion.

B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, substrate boards, and for the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roof system and flashings shall remain watertight.

1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.

B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

C. FM Approvals' RoofNav Listing: Roof membrane, base flashings, and component materials shall comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and shall be listed in FM Approvals' RoofNav for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals Certification markings.

D. SPRI's Directory of Roof Assemblies Listing: Roof membrane, base flashings, and component materials shall comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and shall be listed in SPRI's Directory of Roof Assemblies for roof assembly identical for that specified for this Project.

1. Wind Uplift Load Capacity: 90 psf.

E. Solar Reflectance Index (SRI): Three-year-aged SRI not less than [64] [15] when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.

2.2 POLYVINYL CHLORIDE (PVC) ROOFING

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   a. Carlisle SynTec Incorporated.
   b. Duro-Last Roofing, Inc.
   c. GAF.
   d. Johns Manville; a Berkshire Hathaway company.

2. Thickness: 80 mills.

B. Source Limitations: Obtain components for roofing system from manufacturers approved by roof membrane manufacturer.

2.3 AUXILIARY ROOFING MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.

1. Adhesives and Sealants: Comply with VOC limits of authorities having jurisdiction.
2. Adhesives and sealants shall comply with the following limits for VOC content:
   a. Plastic Foam Adhesives: 50 g/L.
   b. Gypsum Board and Panel Adhesives: 50 g/L.
   c. Multipurpose Construction Adhesives: 70 g/L.
   d. Fiberglass Adhesives: 80 g/L.
   e. Contact Adhesives: 80 g/L.
   f. PVC Welding Compounds: 510 g/L.
   g. Other Adhesives: 250 g/L.
   h. Single-Ply Roof Membrane Sealants: 450 g/L.
   i. Nonmembrane Roof Sealants: 300 g/L.
   j. Sealant Primers for Nonporous Substrates: 250 g/L.
   k. Sealant Primers for Porous Substrates: 775 g/L.

3. Adhesives and sealants shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet.

C. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.

D. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 053100 "Steel Decking."
4. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
5. Verify that concrete substrate is visibly dry and free of moisture, and that minimum concrete internal relative humidity is not more than 75 percent, or as recommended by roofing system manufacturer, when tested according to ASTM F2170.
   a. Test Frequency: One test probe per each 1000 sq. ft. of roof deck, with no fewer than three test probes.
   b. Submit test reports within 24 hours of performing tests.
6. Verify that concrete-curing compounds that will impair adhesion of roofing components to roof deck have been removed.
7. Verify that joints in precast concrete roof decks have been grouted flush with top of concrete.
8. Verify that minimum curing period recommended by roofing system manufacturer for lightweight insulating concrete roof decks has passed.
9. Verify that any damaged sections of cementitious wood-fiber decks have been repaired or replaced.
10. Verify that adjacent cementitious wood-fiber panels are vertically aligned to within 1/8 inch

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.

B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

C. Perform fastener-pullout tests according to roof system manufacturer's written instructions.

1. Submit test result within 24 hours of performing tests.

19-1716 / Grand Haven South Pier Entrance & Inner Lights Restoration
POLYVINYL-CHLORIDE (PVC) ROOFING
07 5419 - 5
3.3 INSTALLATION OF ROOFING, GENERAL

A. Install roofing system according to roofing system manufacturer's written instructions, FM Approvals' RoofNav listed roof assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.

B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

C. Install roof membrane and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition and to not void warranty for existing roofing system.

3.4 INSTALLATION OF ADHERED ROOF MEMBRANE

A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.

B. Unroll roof membrane and allow to relax before installing.

C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.

D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

E. Fabric-Backed Roof Membrane Adhesive: Apply to substrate at rate required by manufacturer, and install fabric-backed roof membrane.

F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeter of roofing.

G. Apply roof membrane with side laps shingled with slope of roof deck where possible.

H. Seams: Clean seam areas, overlap roofing, and hot-air weld side and end laps of roof membrane and sheet flashings to ensure a watertight seam installation.

1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and sheet flashings.

2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.

3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
I. Spread sealant bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

3.5 INSTALLATION OF MECHANICALLY FASTENED ROOF MEMBRANE

A. Mechanically fasten roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.

B. Unroll roof membrane and allow to relax before installing.

C. For in-splice attachment, install roof membrane with long dimension perpendicular to steel roof deck flutes.

D. Start installation of roofing in presence of roofing system manufacturer's technical personnel.

E. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

F. Mechanically fasten or adhere roof membrane securely at terminations, penetrations, and perimeter of roofing.

G. Apply roof membrane with side laps shingled with slope of roof deck where possible.

H. In-Seam Attachment: Secure one edge of PVC sheet using fastening plates or metal battens centered within seam, and mechanically fasten PVC sheet to roof deck.

I. Seams: Clean seam areas, overlap roof membrane, and hot-air weld side and end laps of roof membrane and sheet flashings to ensure a watertight seam installation.

   1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and sheet flashings.
   2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
   3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.

J. Spread sealant bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

3.6 INSTALLATION OF BASE FLASHING

A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.

B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.

C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.

19-1716 / Grand Haven South Pier Entrance & Inner Lights Restoration POLYVINYL-CHLORIDE (PVC) ROOFING
D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.

E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.7 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.8 ROOFING INSTALLER'S WARRANTY

A. WHEREAS ____________ of ____________, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner: <Insert name of Owner>.
2. Address: <Insert address>.
3. Building Name/Type: <Insert information>.
4. Address: <Insert address>.
5. Area of Work: <Insert information>.
6. Acceptance Date: ____________.
7. Warranty Period: <Insert time>.
8. Expiration Date: ____________.

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
a. lightning;
b. peak gust wind speed exceeding <Insert mph>;
c. fire;
d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
f. vapor condensation on bottom of roofing; and

g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.

3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.

4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.

5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.

6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.

7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _________ day of ____________________

1. Authorized Signature: ______________________________.
2. Name: ____________________________________________.
3. Title: ______________________________________________.
END OF SECTION 075419

19-1716 / Grand Haven South Pier Entrance & Inner Lights Restoration
POLYVINYLF-CHLORIDE (PVC) ROOFING

07 5419 - 10
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:

1. Sealants and sealant primers for nonporous substrates shall have a VOC content of 250 g/L or less.
2. Sealants and sealant primers for nonporous substrates shall have a VOC content of 775 g/L or less.

C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer’s full range.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
   a. Concrete.
   b. Masonry.
   c. Unglazed surfaces of ceramic tile.
   d. Exterior insulation and finish systems.

3. Remove laitance and form-release agents from concrete.

4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
   a. Metal.
   b. Glass.
   c. Porcelain enamel.
   d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200
THE PROJECT AND THE PARTIES

TO:
Owner
City of Grand Haven (Owner)
519 Washington Ave.
Grand Haven, MI 49417

FOR:
Grand Haven South Pier Entrance Light Restoration
Project Number: 19-1716
Project Location:
South Pier
1001 S. Harbor Drive
Grand Haven, Michigan 49417


SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name:
PUSHAW BUILDERS, LLC

Address:
50 Edwards Ave

City, State, Zip:
GRAND HAVEN, MI 49417

Contact Person:
BILL PUSHAW

Phone:
(616) 638-7232

Email:
bill@pushawbuilders.com
OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Abonmarche for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the work as described in plans and specifications for the Sum of:

1. ACCESS LADDER (B. 33): $840.00
2. LANTERN ROOM FLOOR (B.34): $2,460.00
3. EXTERIOR DECK (B.35): $11,730.00
4. INTERIOR WALLS & CEILINGS (B.36): $3,260.00
5. LANTERN ROOM DOOR (B.38): $2,060.00
6. EXTERIOR WALLS (B.39): $1,190.00
7. RAILINGS (B.40): $19,700.00
8. MISCELLANEOUS ELEMENTS / FIXTURES (B.41):
   See Attached Exhibit A
   TOTAL OF BASE BID (LINE ITEMS 1-8): $47,531.96

DOLLARS, IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA.

We have included the required security Bid Bond as required by the instruction to Bidders. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders. We acknowledge visiting the site before making an offer to the City of Grand Haven:

Bidder: Pushaw Builders, LLC

All applicable federal taxes along with permit fees are included and State of Michigan sales taxes are included in the Bid Sum. Compliance with all applicable federal, state, and local laws, rules, and regulations is required.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:
   Execute the Agreement within thirteen days of receipt of acceptance of this bid.
   Indicate that work will commence at the appointed time.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

Substantial Completion of all Work: August 16, 2021.

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

19-1716 / Grand Haven South Pier Entrance Light Restoration
BID FORM 00 4100 - 2
ADDENDA

Overhead: \( \frac{1.5}{7.5} \) % Profit: \( \frac{7.5}{7.5} \%

Bond: \( \frac{5}{5} \%

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 01 Dated 5-12-2021

Addendum # Dated

Addendum # Dated

Addendum # Dated

BID FORM SUPPLEMENTS

The following Information is included with Bid submission:

The following Supplements are attached to this Bid Form and are considered an Integral part of this Bid Form:

Document 00 4322 - Unit Prices Form: Include a listing of unit prices specifically requested by the Contract Documents.

Document 00 4323 - Supplement A - Alternatives: include the cost variations to the Bid Sum applicable to the Work as described in Section 01 2300.

Document 00 4336 - Supplement A - List of Major Subcontractors: Include the names of all Subcontractors and the portions of work they will perform.

Document 00 4410 - Supplement K - Non-Asbestos Affidavit

Document 00 4420 - MLAP Appendix D

Document 00 4373 - Proposed Schedule of Values Form identifies the Bid Sum segmented into portions as requested.

BID FORM SIGNATURE(S)

The Corporate Seal of

Bushaw Builders, LLC
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Seal)

(Authorized signing officer, Title)

(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM

ASHLEE DONSELA
ASHLEE DONSELA, Notary Public
State of Michigan, County of Ottawa
My Commission Expires 04/10/2026
Acting in the County of Ottawa

STATE OF MICHIGAN
COUNTY OF Ottawa

Subscribed and Sworn to before me this ___ day of May 2021
by Matthew Moran

19-1716 / Grand Haven South Pier Entrance Light Restoration
BID FORM
City of Grand Haven  
519 Washington Ave  
Grand Haven, MI 49417

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary fencing to secure job site</td>
<td>870.96</td>
</tr>
</tbody>
</table>
| Utility vehicle for transportation of personnel and materials  
A space will need to be provided by the city for parking and securing the vehicle. | 1,992.00 |
| Portable Restroom                                | 288.00 |
| Dumpster/Debris Removal                          | 325.00 |
| **Total**                                        | **3,477.96** |
SECTION 00 4322
UNIT PRICES FORM

PARTICULARS

THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:

(BIDDER) Pushan Builders, LLC

TO (OWNER): CITY OF GRAND HAVEN

DATED May 19, 2021, AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

THE FOLLOWING ARE UNIT PRICES FOR SPECIFIC PORTIONS OF THE WORK AS LISTED AND ARE APPLICABLE TO AUTHORIZED VARIATIONS FROM THE CONTRACT DOCUMENTS. QUANTITY AMOUNTS LISTED BELOW ARE NOT DETERMINED WITHIN THIS FORM BUT ARE BASED UPON "ONE UNIT QUANTITY VALUE" PER "UNIT VALUE".

UNIT PRICE LIST

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. EXTERIOR RAILING – SUPPORT RAILING &amp; POST</td>
<td>$252.17/UNIT</td>
</tr>
<tr>
<td>2. EXTERIOR RAILING – SOCKET BRACKET</td>
<td>$99.00/EACH</td>
</tr>
<tr>
<td>3. AIR FLOW REGULATORS – VENT COVER</td>
<td>$478.00/EACH</td>
</tr>
<tr>
<td>4. GALVALUME SHEET METAL 4'-0&quot;X10'-0&quot; – PANELS</td>
<td>$31.00/EACH</td>
</tr>
</tbody>
</table>

END OF UNIT PRICES FORM
STATE OF MICHIGAN
COUNTY OF OTTAWA

THE UNDERSIGNED BIDDER OR AGENT, BEING DULLY SWORN, ON OATH SAYS THAT HE
WILL NOT, NOR WILL ANY OTHER SUBCONTRACTOR, REPRESENTATIVE, OR AGENT OF
THE FIRM, COMPANY, CORPORATION OR PARTNERSHIP REPRESENTED BY HIM,
PURCHASE EQUIPMENT CONTAINING ASBESTOS, OR INSTALL ASBESTOS CONTAINING
MATERIAL FOR THIS FACILITY.

MATTHEW MORAN
TYPED NAME

PROJECT MANAGER

TYPED TITLE

BIDDER OR AGENT

FOR: Pushaw Builders, LLC

FIRM OR CORPORATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS

19th DAY OF May, 2021.

ASHLEE DONSELAR
NOTARY PUBLIC

ASHLEE DONSELAR

MY COMMISSION EXPIRES: April 10, 2026

END OF SUPPLEMENT K

19-1716 / Grand Haven South Pier Entrance Light Restoration
SUPPLEMENT K - NON-ASBESTOS AFFIDAVIT
SECTION 00 4323
SUPPLEMENT A - LIST OF ALTERNATIVES

PARTICULARS
THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:
(BIDDER): Pushaw Builders, LLC

TO (OWNER): CITY OF GRAND HAVEN
DATED MAY 19, 2021 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATES LIST
THE FOLLOWING AMOUNTS SHALL BE TOTAL STAND-ALONE COSTS FOR EACH PARTICULAR ALTERNATE LISTED AND SHALL NOT BE COSTS TO BE ADDED OR DEDUCTED FROM THE BASE BID AMOUNT. REFER TO SECTION 01 2300 - ALTERNATIVES: SCHEDULE OF ALTERNATIVES.

ALTERNATIVE #1
REMOVE AND REPLACE DAMAGED PLYWOOD SUBSTRATE & SHEET METAL PANEL CEILING (+/-10 SF):
(ADD) $3,240.00

ALTERNATIVE #2
REMOVAL & REPLACE DAMAGE SHEET METAL PANEL CEILING UP TO (+/-300 SF):
(ADD) $4,840.00

ALTERNATIVE #3
PAINT REMAINING BALANCE OF RAILING, POST & BRACKETS:
(ADD) $2,250.00

ALTERNATIVE #4
PAINT REPLACED SHEET METAL PANEL:
(ADD) $750.00

ALTERNATIVE #5
PAINT REMAINING BALANCE OF SHEET METAL PANEL:
(ADD) $4,569.60
SEE ATTACHED EXPLANATION SHEET

VOLUNTARY ALTERNATES:
Description:

VOLUNTARY ALTERNATES:
Description:

(DEDUCT) $

END OF ALTERNATE SUPPLEMENT
19-1716 / Grand Haven South Pier Entrance Light Restoration
SUPPLEMENT A - LIST OF ALTERNATIVES
00 4323 - 1
May 19, 2021

City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

Alternative #5 detail:

Included in the price for Alternative #5 is preparation of the attic level metal ceiling by media blasting with dry ice as well as all necessary containment.
SECTION 00 4336
SUPPLEMENT A - LIST OF MAJOR SUBCONTRACTORS

PARTICULARS

HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:
(BIDDER) Pushaw

TO (OWNER): CITY OF GRAND HAVEN
DATED May 19, 2021 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS
AND COORDINATED BY US:

<table>
<thead>
<tr>
<th>WORK SUBJECT</th>
<th>SUBCONTRACTOR NAME (ONE NAME ONLY EACH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metal Fabrication</td>
<td>Thompson Fabrication, Inc</td>
</tr>
<tr>
<td>Roofing</td>
<td>Action Roofing</td>
</tr>
<tr>
<td>Painting</td>
<td>Ross Restorations</td>
</tr>
<tr>
<td>Electrical</td>
<td>Morden Electrical</td>
</tr>
</tbody>
</table>

END OF SUPPLEMENT FORM
SECTION 00 4373
PROPOSED SCHEDULE OF VALUES FORM

PARTICULARS

THE FOLLOWING IS A COST BREAKDOWN REFERENCED IN THE BID SUBMITTED BY:
(BIDDER)  Pushaw Builders, LLC

TO (OWNER): CITY OF GRAND HAVEN
DATED May 19, 21 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

END OF PROPOSED SCHEDULE OF VALUES FORM
CASHIER'S CHECK

Purpose:

***TWO THOUSAND THREE HUNDRED SEVENTY SIX DOLLARS AND 60 CENTS***

$2,376.60

PAID TO THE ORDER OF

RE: PUSHAW BUILDERS LLC

LAKES MICHIGAN CREDIT UNION

Authorized Signature
TO: Patrick McGinnis, City Manager  
FROM: Amy Bessinger, Finance Director  
DATE: June 1, 2021  
SUBJECT: Major Streets - Budget Amendment

Matt Wade has received a quote from Strain Electric to repair the street light located at the corner of Ferry and Jackson in the amount of $14,385. Over the past two years the City has received many calls and See Click Fix notifications regarding the functionality of the traffic light at Ferry and Jackson. The proposed repairs will include realign the current signal heads, install new LED inserts and install a new 6 foot x 30 foot traffic detection loop. The project also includes repairing the crosswalk pushbutton to properly align with the ADA ramp. I am proposing a budget amendment to move the funds from the Major Streets Routine Maintenance department to the Traffic Services department.

Derek Gajdos has received information from Abonmarche on the engineering costs for the CMAQ grant received to remove the traffic signal at the corners of 5th and Washington. The total contract amount is $19,500 and $10,000 is budgeted for FY2021/22. However, Abonmarche will be providing services for this project through June 30, 2021 and $9,500 will be invoiced for the current fiscal year. I am proposing a budget amendment to move the funds from the Major Streets Routine Maintenance department to the Construction department.

There is no increase to the expense budget for Major Streets, we are only requesting to move the budgeted amounts between departments within the fund so that it will be expensed under the appropriate account.

<table>
<thead>
<tr>
<th>MAJOR STREETS</th>
<th>2020/21 AMENDED BUDGET</th>
<th>INCREASE / (DECREASE)</th>
<th>2020/21 AMENDED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUMMARY</strong></td>
<td><strong>TRAFFIC SIGNAL REPAIR FERRY/JACKSON</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>202-471-750.00 Routine Mtc - Op Materials &amp; Supplies</td>
<td>41,000</td>
<td>(12,000)</td>
</tr>
<tr>
<td></td>
<td>202-473-831.00 Traffic Services - Signal Lights</td>
<td>4,000</td>
<td>12,000</td>
</tr>
<tr>
<td><strong>TRAFFIC SIGNAL REMOVAL - 5TH/WASHINGTON</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>202-471-730.00 Routine Mtc - Prof/Contractual</td>
<td>55,780</td>
<td>(9,500)</td>
</tr>
<tr>
<td></td>
<td>202-477-971.01 Construction - Engineering</td>
<td>-</td>
<td>9,500</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Pat McGinnis – City Manager
CC: Matt Wade – Streets and Utilities Manager
FROM: Derek Gajdos - Director of Public Works
DATE: June 1, 2021
SUBJECT: Engineering Award 5th Street and Washington Avenue Traffic Signal Removal

As you are aware the traffic signal at 5th Street and Washington Avenue is passed its life expectancy and a traffic study by the City’s Engineering firm has recommended that it be removed not replaced because it no longer meets traffic demand standards.

Additionally, the City was awarded $50,000 in Federal CMAQ (Congestion Mitigation & Air Quality Improvement Program) grant funds that will cover 100% of the cost to remove and restore the intersection. Unfortunately, those funds cannot be used for engineering services.

Attached is the Professional Services Contract with Abonmarche to administer the project through the Michigan Department of Transportation (MDOT) process in the not to exceed amount of $19,500. The cost includes design, engineering, project management and inspections. The costs of these services is much higher as a percentage of the project due to the small scale of the project and the costs associated with all the requirements that MDOT and Federal Highway Administration require to use the federal funds. The CMAQ funds become available in the State’s FY 2023 which begins October 1.

The City has budgeted $10,000 to cover the engineering expenses in the FY 21/22 budget. The $9,500 difference in engineering costs can be covered in the current fiscal year Street Fund. However, a budget amendment is need and being proposed by Finance Director Bessinger to transfer the funds from the Major Streets Routine Maintenance, Professional Contractual line item to Major Streets Construction, Engineering line item.

Final project planning is still being worked out; however, I still expect the project to be completed sometime in the fall of 2021 or at the latest, spring of 2022.

Public Works staff recommends City Council award the Professional Services Contract to Abonmarche of Benton Harbor in the not to exceed amount of $19,500 and have the Mayor and City Clerk Authorize the necessary documents.
August 18, 2020

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

RE: Washington Avenue / Fifth Street Intersection
Traffic Signal Warrant Evaluation

Dear Mr. Gajdos:

Per your request, Abonmarche has conducted a traffic signal warrant evaluation at the Washington Avenue/Fifth Street intersection to determine if a signal is still warranted at the intersection. The following will summarize our findings.

**Warrant Evaluation**

Part 4 of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) discusses the requirements for installation or removal of traffic control signals. Specifically, Section 4B.02 provides the following guidance:

*Guidance:*

01  The selection and use of traffic control signals should be based on an engineering study of roadway, traffic, and other conditions.

*Support:*

02  A careful analysis of traffic operations, pedestrian and bicyclist needs, and other factors at a large number of signalized and unsignalized locations, coupled with engineering judgment, has provided a series of signal warrants, described in Chapter 4C, that define the minimum conditions under which installing traffic control signals might be justified.

*Guidance:*

03  Engineering judgment should be applied in the review of operating traffic control signals to determine whether the type of installation and the timing program meet the current requirements of all forms of traffic.

04  If changes in traffic patterns eliminate the need for a traffic control signal, consideration should be given to removing it and replacing it with appropriate alternative traffic control devices, if any are needed.

05  If the engineering study indicates that the traffic control signal is no longer justified, and a decision is made to remove the signal, removal should be accomplished using the following steps:
   
   A. Determine the appropriate traffic control to be used after removal of the signal.
   B. Remove any sight-distance restrictions as necessary.
   C. Inform the public of the removal study.
   D. Flash or cover the signal heads for a minimum of 90 days, and install the appropriate stop control or other traffic control devices.
   E. Remove the signal if the engineering data collected during the removal study period confirms that the signal is no longer needed.
Based on this guidance, Abonmarche performed a traffic signal warrant evaluation based on the current traffic counts and crash data at the intersection per Section 4C of the MMUTCD. Section 4C identifies nine (9) warrants that can be evaluated. In order to justify a traffic signal, one or more of these warrants should be met. Detailed results of the evaluation are attached in Appendix A for your information, and are summarized below:

<table>
<thead>
<tr>
<th>Warrant</th>
<th>Is Warrant Met?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warrant 1: Eight-Hour Vehicular Volume</td>
<td>No</td>
</tr>
<tr>
<td>Warrant 2: Four-Hour Vehicular Volume</td>
<td>No</td>
</tr>
<tr>
<td>Warrant 3: Peak-Hour Vehicular Volume</td>
<td>No</td>
</tr>
<tr>
<td>Warrant 4: Pedestrian Volume</td>
<td>No</td>
</tr>
<tr>
<td>Warrant 5: School Crossing</td>
<td>N/A</td>
</tr>
<tr>
<td>Warrant 6: Coordinated Signal System</td>
<td>N/A</td>
</tr>
<tr>
<td>Warrant 7: Crash Experience</td>
<td>No</td>
</tr>
<tr>
<td>Warrant 8: Roadway Network</td>
<td>No</td>
</tr>
<tr>
<td>Warrant 9: Intersection Near a Grade Crossing</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Warrant 1: Eight-Hour Vehicular Volume
This warrant is probably the most prominent of the warrants, as it considers minimum required traffic volumes over an eight hour period of an average day. The warrant is intended for application at locations where a large volume of intersecting traffic is the principal reason for installing a traffic control signal, or where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Warrant 2: Four-Hour Vehicular Volume
This warrant is also related to vehicular volumes, but sets a higher threshold for minimum traffic volumes based on heavy traffic for a four hour period.

Warrant 3: Peak-Hour Vehicular Volume
This warrant is intended for use at a location where traffic conditions are such that for a minimum of one hour of an average day, the minor street suffers undue delay when entering or crossing a major street. This warrant is typically applied at locations such as a large factory driveway that has shift changes at regular intervals and resulting high entering and exiting vehicular volumes.

Warrant 4: Pedestrian Volume
This warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.
Warrant 5: School Crossing
The school crossing warrant is intended for applications where the fact that schoolchildren cross the major street is the principal reason to consider installing a traffic control signal. This warrant is not applicable to the study intersection.

Warrant 6: Coordinated Signal System
Progressive movement in a coordinated signal systems sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles. This warrant is not applicable to the study intersection.

Warrant 7: Crash Experience
This warrant is intended for application where severity and frequency of crashes are the principal reason for installation of a traffic control signal. The warrant requires five (5) crashes that are susceptible to correction by a traffic control signal. These would include right-angle and head-on left turn crashes. The analysis showed that there were nine (9) crashes at the intersection from January 2015 through December 2019. Of these crashes, two (2) were considered of the correctable nature. A summary of the crash data is included in Appendix B. As a result, this warrant is not met.

Warrant 8: Roadway Network
Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network. This warrant is not applicable to the study intersection.

Warrant 9: Intersection Near a Grade Crossing
This warrant is intended for use at a location where none of the conditions described in the other eight warrants are met, but the proximity to the intersection of a railroad grade crossing requires a traffic signal to clear the tracks when a train is approaching. This warrant is not applicable to the study intersection.

Discussion
The results of the warrant indicate that a traffic control signal is no longer warranted at the Washington Avenue /Fifth Street intersection. A few additional considerations were evaluated based on our initial findings.

Counts were collected on June 24 and June 25, 2020. A summary of the traffic counts can be found in Appendix C. These counts were collected as Michigan was emerging from the COVID-19 lock-down. Very preliminary studies are showing that traffic volumes nation-wide were reduced 25-50% during the height of the lock-down. With that in mind and considering that this was almost a month after Michigan had started opening back up, we decided to re-run the warrant evaluation considering an increase of 25% to the actual count data. This reevaluation provided the same results – that a traffic signal is not warranted at the intersection. These results, including graphs, are attached in Appendix D.
In addition to the above, we conducted a traffic operations analysis using Synchro software to determine the Levels of Service and delays with five (5) scenarios:
1. Traffic Signal with current traffic counts
2. Traffic Signal with 25% increased traffic counts
3. Four-Way Stop with current traffic counts
4. Four-Way Stop with 25% increased traffic counts
5. Four-Way Stop - Future conditions (10 years)
6. Four-Way Stop – with 25% increase - Future conditions (10 years)

Operational performance is reviewed using Level of Service (LOS) criteria based on parameters identified in the Highway Capacity Manual. LOS is measured using letter grades ranging from A to F, with LOS-A being the best and LOS-F being the worst. For suburban and urban areas, LOS-D is considered acceptable. The table below represents the HCM criteria for various levels of service for signalized and unsignalized intersections. You will note that the ranges of delays are higher at signalized intersections based on a high tolerance that drivers have waiting at a traffic signal versus a stop sign.

<table>
<thead>
<tr>
<th>LOS Criteria for Unsignalized Intersections</th>
<th>LOS Criteria for Signalized Intersections</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOS</td>
<td>Average Stopped Vehicle Delay (SEC)</td>
</tr>
<tr>
<td>A</td>
<td>≤ 10</td>
</tr>
<tr>
<td>B</td>
<td>&gt;10 and ≤15</td>
</tr>
<tr>
<td>C</td>
<td>&gt;15 and ≤25</td>
</tr>
<tr>
<td>D</td>
<td>&gt;25 and ≤35</td>
</tr>
<tr>
<td>E</td>
<td>&gt;35 and ≤50</td>
</tr>
<tr>
<td>F</td>
<td>&gt;50</td>
</tr>
</tbody>
</table>
The results of the operational analysis are as follows:

<table>
<thead>
<tr>
<th>Scenario</th>
<th>EB Approach</th>
<th>WB Approach</th>
<th>NB Approach</th>
<th>SB Approach</th>
<th>Intersection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Signal Current</td>
<td>A 8.5 sec</td>
<td>A 9.5 sec</td>
<td>B 17.5 sec</td>
<td>B 12.1 sec</td>
<td>B 12.8 sec</td>
</tr>
<tr>
<td>Four-Way Stop Current</td>
<td>B 10.7 sec</td>
<td>B 12.0 sec</td>
<td>B 14.0 sec</td>
<td>B 10.2 sec</td>
<td>B 12.3 sec</td>
</tr>
<tr>
<td>Traffic Signal +25%</td>
<td>A 9.0 sec</td>
<td>B 10.3 sec</td>
<td>C 23.5 sec</td>
<td>B 12.7 sec</td>
<td>B 15.6 sec</td>
</tr>
<tr>
<td>Four-Way Stop +25%</td>
<td>B 13.6 sec</td>
<td>C 16.7 sec</td>
<td>C 23.8 sec</td>
<td>B 12.4 sec</td>
<td>C 18.3 sec</td>
</tr>
<tr>
<td>Four-Way Stop Future</td>
<td>B 11.6 sec</td>
<td>B 13.4 sec</td>
<td>C 16.5 sec</td>
<td>B 10.9 sec</td>
<td>B 13.9 sec</td>
</tr>
<tr>
<td>Four-Way Stop Future +25%</td>
<td>C 16.2 sec</td>
<td>C 21.7 sec</td>
<td>E 37.9 sec</td>
<td>B 14.2 sec</td>
<td>D 25.9 sec</td>
</tr>
</tbody>
</table>

The results of the operational analysis indicate that the intersection will operate with similar levels of service and delays after conversion to a Four-way Stop. Future conditions were evaluated based on a 1% growth rate to show whether a Four-way Stop would fail in the short term. The results show that the intersection will likely operate with acceptable Levels of Service and delay. Due to the current uncertain conditions due to COVID-19 and high variability in current and future traffic counts, the future conditions results should be discounted and considered as information only.

Based on our evaluation, the traffic control signal at the Washington Avenue/Fifth Street intersection is no longer warranted and should be removed in accordance with the MMUTCD guidance shown on page 1 of this report. In addition, the City should allocate $40,000 as a budgetary number to remove the traffic signal and replace it with Stop signs.

If you have any questions or need additional information regarding this report please contact me at 269-876-9286 or tdrews@abonmarche.com.

Sincerely,
Abonmarche Consultants, Inc.

Timothy R. Drews, PE, PTOE, RSP
Vice President
Appendix A
Traffic Signal Warrant Summary
## Volume Summary

**Michigan Manual of Uniform Traffic Control Devices**  
*Volume Summary*  
Prepared by MDOT for the 2011 Edition of the MMUTCD

| Spot Number: | N/A |
| Major Street: | Washington |
| Minor Street: | N 5th |
| Intersection: | Washington @ N 5th |
| City/Twp: | Grand Haven |
| Date Performed: | 7/13/2020 |
| Performed By: | TRD |
| Date Volumes Collected: | 6/25/2020 |

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Minor NB</th>
<th>Minor SB</th>
<th>Major EB</th>
<th>Major WB</th>
<th>Total Major</th>
<th>Highest Minor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>00:01 - 01:00</td>
<td>4</td>
<td>4</td>
<td>3</td>
<td>6</td>
<td>9</td>
<td>4</td>
<td>17</td>
</tr>
<tr>
<td>01:00 - 02:00</td>
<td>5</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>02:00 - 03:00</td>
<td>4</td>
<td>3</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>4</td>
<td>9</td>
</tr>
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<td>03:00 - 04:00</td>
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<td>2</td>
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<td>04:00 - 05:00</td>
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<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
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<tr>
<td>05:00 - 06:00</td>
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<td>5</td>
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<td>14</td>
<td>35</td>
</tr>
<tr>
<td>06:00 - 07:00</td>
<td>36</td>
<td>23</td>
<td>16</td>
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<td>95</td>
<td>29</td>
<td>19</td>
<td>65</td>
<td>84</td>
<td>95</td>
<td>208</td>
</tr>
<tr>
<td>08:00 - 09:00</td>
<td>120</td>
<td>32</td>
<td>50</td>
<td>78</td>
<td>128</td>
<td>120</td>
<td>280</td>
</tr>
<tr>
<td>09:00 - 10:00</td>
<td>147</td>
<td>33</td>
<td>89</td>
<td>118</td>
<td>207</td>
<td>147</td>
<td>387</td>
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Total: 2817 | 1049 | 1688 | 2283 | 3971 | 2818 | 7837
## Summary of Warrants

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<tr>
<th>Spot Number:</th>
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<tbody>
<tr>
<td>Major Street:</td>
<td>Washington</td>
</tr>
<tr>
<td>Minor Street:</td>
<td>N 5th</td>
</tr>
<tr>
<td>Intersection:</td>
<td>Washington at N 5th</td>
</tr>
<tr>
<td>City/Twp:</td>
<td>Grand Haven</td>
</tr>
<tr>
<td>Date Performed:</td>
<td>7/13/2020</td>
</tr>
<tr>
<td>Date Volumes Collected:</td>
<td>6/25/2020</td>
</tr>
<tr>
<td>Performed By:</td>
<td>TRD</td>
</tr>
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</table>

### Warrant 1: Eight-Hour Vehicular Volume

<table>
<thead>
<tr>
<th>Condition</th>
<th>Is Warrant Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition A</td>
<td>NO</td>
</tr>
<tr>
<td>Condition B</td>
<td>NO</td>
</tr>
<tr>
<td>Condition A&amp;B</td>
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</tr>
</tbody>
</table>

### Warrant 2: Four-Hour Vehicular Volume

<table>
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<tr>
<th>Condition</th>
<th>Is Warrant Met</th>
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<tbody>
<tr>
<td>(100%)</td>
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</tr>
</tbody>
</table>

### Warrant 3: Peak-Hour Vehicular Volume

<table>
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<th>Is Warrant Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition A</td>
<td>N/A</td>
</tr>
<tr>
<td>Condition B</td>
<td>NO</td>
</tr>
</tbody>
</table>

### Warrant 4: Pedestrian Volume

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>Four Hour</td>
<td>NO</td>
</tr>
<tr>
<td>Peak Hour</td>
<td>NO</td>
</tr>
<tr>
<td>(Threshold) HAWK</td>
<td>NO</td>
</tr>
<tr>
<td>(Threshold) RRFB</td>
<td>NO</td>
</tr>
</tbody>
</table>

### Warrant 5: School Crossing

### Warrant 6: Coordinated Signal System

### Warrant 7: Crash Experience

<table>
<thead>
<tr>
<th>Condition</th>
<th>Is Warrant Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition A</td>
<td>NO</td>
</tr>
<tr>
<td>Condition B</td>
<td>NO</td>
</tr>
</tbody>
</table>

### Warrant 8: Roadway Network

### Warrant 9: Intersection Near a Grade Crossing

#N/A

### Issue to Be Addressed by Signalization:

Study to determine if the signal is still warranted
### Michigan Manual of Uniform Traffic Control Devices

**Worksheet for Signal Warrants (Section 4C)**

**WARRANT 1: Eight-Hour Vehicular Volume**

<table>
<thead>
<tr>
<th>Intersection:</th>
<th>Washington @ N 5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>7/13/2020</td>
</tr>
<tr>
<td>By</td>
<td>TRD</td>
</tr>
</tbody>
</table>

1. No. of Lanes on Major St?
2. No. of Lanes on Minor St?
25. Speed limit or 85th Percentile? (MPH)

**Is the intersection within an isolated community?**

**NO**

If answer 4 is Yes, then what is the of the population isolated community?

**YES**

**Have other remedial measures been tried?**

**USE 100% FOR WARRANTS 1A AND 1B. USE 80% FOR WARRANT 1A&B**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>00:01 - 01:00</td>
<td>9</td>
<td>4</td>
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<td>150</td>
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<td>750</td>
<td>75</td>
<td>NO</td>
<td>400</td>
<td>120</td>
<td>600</td>
<td>60</td>
<td>NO</td>
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<td>500</td>
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<td>NO</td>
<td>400</td>
<td>120</td>
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<tr>
<td>03:00 - 04:00</td>
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<td>600</td>
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<td>NO</td>
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<tr>
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<td>600</td>
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<td>NO</td>
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<tr>
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<td>400</td>
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<td>600</td>
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<td>75</td>
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<tr>
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<td>500</td>
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<td>NO</td>
<td>400</td>
<td>120</td>
<td>600</td>
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<td>NO</td>
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<tr>
<td>23:00 - 00:00</td>
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<td>500</td>
<td>150</td>
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<td>750</td>
<td>75</td>
<td>NO</td>
<td>400</td>
<td>120</td>
<td>600</td>
<td>60</td>
<td>NO</td>
</tr>
</tbody>
</table>

Number of Hours that met the warrant 1A = 0
Number of Hours that met the warrant 1B = 0
Number of Hours that met the warrant 1 A & B = 0

**A. Is the Minimum Vehicular Volume Warrant Met? (Condition A)**

NO

**B. Is the Interruption of Continuous Traffic Met? (Condition B)**

NO

**C. Combination of Warrants A and B Criteria Met?**

NO

Page 3
FIGURE 1: WARRANT 1A

IS THERE A REDUCTION IN THE WARRANT THRESHOLDS TO 70% ...

1- DUE TO SPEED?  NO
2- DUE TO ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000?  NO

Spot Number: N/A

Washington @ N 5th

NO. OF LANES ON MAJOR ST.?  1
NO. OF LANES ON MINOR ST.?  1

Number of Hours that met the Warrant: 0

Does this intersection meet Warrant 1A for signal installation?  NO

Data Collection Date: 6/25/2020
FIGURE 1: WARRANT 1B

IS THERE A REDUCTION IN THE WARRANT THRESHOLDS TO 70% ...

1- DUE TO SPEED? NO

2- DUE TO ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000? NO

Washington @ N 5th

Spot Number: N/A

Number of Hours that met the Warrant: 0

NO

NO. OF LANES ON MAJOR ST.? 1

NO. OF LANES ON MINOR ST.? 1

Data Collection Date: 6/25/2020
FIGURE 3: WARRANT 1A&B

IS THERE A REDUCTION IN THE WARRANT THRESHOLDS TO 56% ... 
1- DUE TO SPEED?  NO
2- DUE TO ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000?  NO

Spot Number:  N/A
Washington @ N 5th

NO. OF LANES ON MAJOR ST.?  1
NO. OF LANES ON MINOR ST.?  1

Number of Hours that met the Warrant:  0
Does this intersection meet Warrant 1A&B for signal installation?  NO

Data Collection Date:  6/25/2020
<table>
<thead>
<tr>
<th>Spot Number:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Intersection:</td>
<td>Washington @ N 5th</td>
</tr>
<tr>
<td>Date:</td>
<td>7/13/2020</td>
</tr>
<tr>
<td>by:</td>
<td>TRD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1</th>
<th>No. of Lanes on Major St.</th>
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<tbody>
<tr>
<td>1</td>
<td>No. of Lanes on Minor St.</td>
</tr>
<tr>
<td>25</td>
<td>Speed limit or 85th Percentile? (MPH)</td>
</tr>
<tr>
<td>NO</td>
<td>Is the intersection within an Isolated community?</td>
</tr>
<tr>
<td>0</td>
<td>What is the of the population isolated community?</td>
</tr>
</tbody>
</table>

---

**Michigan Manual of Uniform Traffic Control Devices**
**Worksheet for Signal Warrants (Section 4C)**
**WARRANT 2: Four-Hour Vehicular Volume**

**How Many Hours Are Met**
0

**Is Warrant 2 (100%) Met?**
NO
Michigan Manual of Uniform Traffic Control Devices
Worksheet for Signal Warrants (Section 4C)
WARRANT 3 B(100%): Peak-Hour Vehicular Volume

<table>
<thead>
<tr>
<th>Spot Number:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intersection:</td>
<td>Washington @ N 5th</td>
</tr>
<tr>
<td>Date:</td>
<td>7/13/2020</td>
</tr>
<tr>
<td>by:</td>
<td>TRD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1</th>
<th>No. of Lanes on Major St.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>No. of Lanes on Minor St.</td>
</tr>
<tr>
<td>25</td>
<td>Speed limit or 85th Percentile? (MPH)</td>
</tr>
<tr>
<td>NO</td>
<td>Is the intersection within an Isolated community?</td>
</tr>
<tr>
<td>0</td>
<td>What is the of the population isolated community?</td>
</tr>
</tbody>
</table>

![Graph](image)

<table>
<thead>
<tr>
<th>How Many Hours Are Met</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is Warrant 3 B (100%) Met?</td>
<td>NO</td>
</tr>
</tbody>
</table>
Appendix B
Crash Summary
## Crash Summary

The project is Washington Ave with Project No.: 20-0797. The location is at 5th in the City of Grand Haven, County, State: Ottawa County, MI. The engineer is Abonmarche Consultants, Inc., and the document is signed by Timothy Drews, PE, PTOE, RSP with a date of 1-Jul-20.

### Accident Summary

The period covered is 2015 to 2019. The table below provides a summary of the accidents:

<table>
<thead>
<tr>
<th>Accident No.</th>
<th>Severity</th>
<th>Date</th>
<th>Time</th>
<th>Weather Condition</th>
<th>Pavement Condition</th>
<th>Light or Dark</th>
<th>Driver Ages</th>
<th>Vehicle Directions/Accident Type/Circumstances</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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<td>5/22/2015</td>
<td>17:56</td>
<td>Clear</td>
<td>Dry</td>
<td>Day</td>
<td>25, 22</td>
<td>W, W, E - Rear End</td>
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<tr>
<td>2</td>
<td>PD</td>
<td>6/8/2016</td>
<td>20:45</td>
<td>Clear</td>
<td>Dry</td>
<td>Dusk</td>
<td>47, 31/3/1/</td>
<td>E, E - Rear End</td>
</tr>
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Average Accidents = 1.80 Accidents Per Year
Accident Rate = 547.95 Accidents Per Million Entering Vehicles

### Severity

- **PD** = Property Damage Only
- **PI-C** = Personal Injury - (No Visible Injury)
- **PI-B** = Personal Injury - (Non-Incapacitating Injury)
- **PI-A** = Personal Injury - (Incapacitating Injury)
- **K** = Fatal injury
Appendix C
Traffic Count Summary
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|                |      |      |                |      |      |                |      |      |                |      |      |                |      |      |

**Grand Haven-Sth St and Washington Ave- Hourly Traffic Count June 24 and 25, 2020**

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City of Grand Haven - Washington at 5th
Entering Traffic (6/25/20)
Appendix D

Traffic Signal Warrant Summary

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</tr>
<tr>
<td>(Threshold) HAWK</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>(Threshold) RRFB</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td><strong>WARRANT 5: School Crossing</strong></td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td><strong>WARRANT 6: Coordinated Signal System</strong></td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td><strong>WARRANT 7: Crash Experience</strong></td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td>Condition A</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Condition B</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td><strong>WARRANT 8: Roadway Network</strong></td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td><strong>WARRANT 9: Intersection Near a Grade Crossing</strong></td>
<td>#N/A</td>
<td></td>
</tr>
</tbody>
</table>

**Issue to Be Addressed by Signalization:**

Study to determine if the signal is still warranted
### Worksheet for Signal Warrants (Section 4C)

**WARRANT 1: Eight-Hour Vehicular Volume**

**Intersection:** Washington @ N 5th

<table>
<thead>
<tr>
<th>Date</th>
<th>7/15/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>By</td>
<td>TRD</td>
</tr>
</tbody>
</table>

#### Conditions

<table>
<thead>
<tr>
<th>Condition A</th>
<th>Condition B</th>
<th>Combination A &amp; B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major</td>
<td>Minor</td>
<td></td>
</tr>
</tbody>
</table>

**A. Is the Minimum Vehicular Volume Warrant Met? (Condition A)**

**B. Is the Interruption of Continuous Traffic Met? (Condition B)**

**C. Combination of Warrants A and B Criteria Met?**

**USE 100% FOR WARRANTS 1A AND 1B. USE 80% FOR WARRANT 1A&B**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00 - 01:00</td>
<td>12</td>
<td>5</td>
<td>500</td>
<td>150</td>
<td>NO</td>
<td>750</td>
<td>75</td>
<td>NO</td>
<td>400</td>
<td>120</td>
<td>600</td>
<td>60</td>
<td>NO</td>
</tr>
<tr>
<td>01:00 - 02:00</td>
<td>5</td>
<td>0</td>
<td>500</td>
<td>150</td>
<td>NO</td>
<td>750</td>
<td>75</td>
<td>NO</td>
<td>400</td>
<td>120</td>
<td>600</td>
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<td>NO</td>
</tr>
<tr>
<td>02:00 - 03:00</td>
<td>3</td>
<td>5</td>
<td>500</td>
<td>150</td>
<td>NO</td>
<td>750</td>
<td>75</td>
<td>NO</td>
<td>400</td>
<td>120</td>
<td>600</td>
<td>60</td>
<td>NO</td>
</tr>
<tr>
<td>03:00 - 04:00</td>
<td>7</td>
<td>3</td>
<td>500</td>
<td>150</td>
<td>NO</td>
<td>750</td>
<td>75</td>
<td>NO</td>
<td>400</td>
<td>120</td>
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<td>60</td>
<td>NO</td>
</tr>
<tr>
<td>04:00 - 05:00</td>
<td>1</td>
<td>1</td>
<td>500</td>
<td>150</td>
<td>NO</td>
<td>750</td>
<td>75</td>
<td>NO</td>
<td>400</td>
<td>120</td>
<td>600</td>
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<tr>
<td>05:00 - 06:00</td>
<td>21</td>
<td>16</td>
<td>500</td>
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<td>NO</td>
<td>400</td>
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<tr>
<td>06:00 - 07:00</td>
<td>44</td>
<td>45</td>
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<td>150</td>
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<td>NO</td>
<td>400</td>
<td>120</td>
<td>600</td>
<td>60</td>
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<td>07:00 - 08:00</td>
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<td>119</td>
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<td>NO</td>
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<tr>
<td>08:00 - 09:00</td>
<td>161</td>
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<td>500</td>
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<td>NO</td>
<td>750</td>
<td>75</td>
<td>NO</td>
<td>400</td>
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<td>60</td>
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<tr>
<td>09:00 - 10:00</td>
<td>234</td>
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<td>400</td>
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<td>10:00 - 11:00</td>
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<tr>
<td>11:00 - 12:00</td>
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<td>244</td>
<td>500</td>
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<td>NO</td>
<td>400</td>
<td>120</td>
<td>600</td>
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<tr>
<td>12:00 - 13:00</td>
<td>500</td>
<td>270</td>
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<tr>
<td>13:00 - 14:00</td>
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<td>750</td>
<td>75</td>
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<td>400</td>
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</tr>
<tr>
<td>14:00 - 15:00</td>
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<td>500</td>
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<td>750</td>
<td>75</td>
<td>NO</td>
<td>400</td>
<td>120</td>
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<td>60</td>
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<tr>
<td>15:00 - 16:00</td>
<td>409</td>
<td>361</td>
<td>500</td>
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<td>750</td>
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<td>NO</td>
<td>400</td>
<td>120</td>
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<tr>
<td>16:00 - 17:00</td>
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<td>348</td>
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<td>150</td>
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<td>750</td>
<td>75</td>
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<td>400</td>
<td>120</td>
<td>600</td>
<td>60</td>
<td>NO</td>
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<tr>
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<td>NO</td>
<td>400</td>
<td>120</td>
<td>600</td>
<td>60</td>
<td>NO</td>
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<tr>
<td>19:00 - 20:00</td>
<td>224</td>
<td>183</td>
<td>500</td>
<td>150</td>
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<td>750</td>
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<td>NO</td>
<td>400</td>
<td>120</td>
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<td>20:00 - 21:00</td>
<td>220</td>
<td>174</td>
<td>500</td>
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<td>400</td>
<td>120</td>
<td>600</td>
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<tr>
<td>21:00 - 22:00</td>
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<td>117</td>
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<td>75</td>
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<td>400</td>
<td>120</td>
<td>600</td>
<td>60</td>
<td>NO</td>
</tr>
<tr>
<td>22:00 - 23:00</td>
<td>92</td>
<td>48</td>
<td>500</td>
<td>150</td>
<td>NO</td>
<td>750</td>
<td>75</td>
<td>NO</td>
<td>400</td>
<td>120</td>
<td>600</td>
<td>60</td>
<td>NO</td>
</tr>
<tr>
<td>23:00 - 00:00</td>
<td>33</td>
<td>18</td>
<td>500</td>
<td>150</td>
<td>NO</td>
<td>750</td>
<td>75</td>
<td>NO</td>
<td>400</td>
<td>120</td>
<td>600</td>
<td>60</td>
<td>NO</td>
</tr>
</tbody>
</table>

**Number of Hours that met the warrant 1A = 1**

**Number of Hours that met the warrant 1B = 0**

**Number of Hours that met the warrant 1 A & B = 0**
FIGURE 1: WARRANT 1A

IS THERE A REDUCTION IN THE WARRANT THRESHOLDS TO 70% ...

1- DUE TO SPEED? NO
2- DUE TO ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000? NO

Spot Number: N/A

Washington @ N 5th

NO. OF LANES ON MAJOR ST.? 1
NO. OF LANES ON MINOR ST.? 1

Number of Hours that met the Warrant: 1

Does this intersection meet Warrant 1A for signal installation? NO

Data Collection Date: 6/25/2020
FIGURE 1: WARRANT 1B

IS THERE A REDUCTION IN THE WARRANT THRESHOLDS TO 70% ...
1- DUE TO SPEED? NO
2- DUE TO ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000? NO

**Washington @ N 5th**

Spot Number: N/A

Number of Hours that met the Warrant: 0

Does this intersection meet Warrant 1B for signal installation? NO

NO. OF LANES ON MAJOR ST.? 1
NO. OF LANES ON MINOR ST.? 1

Data Collection Date: 6/25/2020
FIGURE 3: WARRANT 1A&B

IS THERE A REDUCTION IN THE WARRANT THRESHOLDS TO 56% ...
1- DUE TO SPEED? NO
2- DUE TO ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000? NO

Spot Number: N/A
Washington @ N 5th

NO. OF LANES ON MAJOR ST.? 1
NO. OF LANES ON MINOR ST.? 1

Number of Hours that met the Warrant: 0
Does this intersection meet Warrant 1A&B for signal installation? NO

Data Collection Date: 6/25/2020
**Michigan Manual of Uniform Traffic Control Devices**  
**Worksheet for Signal Warrants (Section 4C)**  
**WARRANT 2: Four-Hour Vehicular Volume**

<table>
<thead>
<tr>
<th>Date</th>
<th>7/15/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spot Number</td>
<td>N/A</td>
</tr>
<tr>
<td>Intersection</td>
<td>Washington @ N 5th</td>
</tr>
<tr>
<td>Date</td>
<td>7/15/2020</td>
</tr>
<tr>
<td>by</td>
<td>TRD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 : No. of Lanes on Major St.</td>
<td>1</td>
</tr>
<tr>
<td>1 : No. of Lanes on Minor St.</td>
<td>1</td>
</tr>
<tr>
<td>25 : Speed limit or 85th Percentile? (MPH)</td>
<td>NO</td>
</tr>
<tr>
<td>NO : Is the intersection within an isolated community?</td>
<td></td>
</tr>
<tr>
<td>0 : What is the of the population isolated community?</td>
<td></td>
</tr>
</tbody>
</table>

![Graph](https://via.placeholder.com/150)

**How Many Hours Are Met**  
3

**Is Warrant 2 (100%) Met?**  
NO
Michigan Manual of Uniform Traffic Control Devices
Worksheet for Signal Warrants (Section 4C)
WARRANT 3 B(100%): Peak-Hour Vehicular Volume

Spot Number: N/A
Intersection: Washington @ N 5th
Date: 7/15/2020

<table>
<thead>
<tr>
<th>1</th>
<th>No. of Lanes on Major St.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>No. of Lanes on Minor St.</td>
</tr>
<tr>
<td>25</td>
<td>Speed limit or 85th Percentile? (MPH)</td>
</tr>
<tr>
<td>NO</td>
<td>Is the intersection within an Isolated community?</td>
</tr>
<tr>
<td>0</td>
<td>What is the of the population isolated community?</td>
</tr>
</tbody>
</table>

How Many Hours Are Met | 0
Is Warrant 3 B (100%) Met? | NO
MEMORANDUM

TO: PAT MCGINNIS, CITY MANAGER
FROM: ASHLEY LATSCH, ASSISTANT CITY MANAGER
SUBJECT: ANNUAL INSURANCE POLICY RENEWAL
DATE: 6/1/21

For the previous 6 years, the City has received general liability insurance through the Michigan Township Participating Plan, administered by Municipal Underwriters of Michigan Inc. Throughout the years, the City has been satisfied with the service provided as well as the premiums quoted.

Two years ago, the City went out for bids for property and liability insurance, and found our carrier to have the lowest premium by a significant margin.

The significant drop in premium that we saw last year was due to the removal of Harbor Transit operations, property, and vehicles from our policy. In 2021, we did not experience any major changes to our liability policy. The only noteworthy schedule changes were the addition of the Grand Haven Area Community Land Trust and the addition of the Diesel Plant.

<table>
<thead>
<tr>
<th>Coverage Year</th>
<th>Insurance Premium</th>
<th>% Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 13-14</td>
<td>$231,665</td>
<td>--</td>
</tr>
<tr>
<td>FY 14-15</td>
<td>$249,893</td>
<td>7.86%</td>
</tr>
<tr>
<td>FY 15-16</td>
<td>$182,016</td>
<td>-27.16%</td>
</tr>
<tr>
<td>FY 16-17</td>
<td>$191,007</td>
<td>4.94%</td>
</tr>
<tr>
<td>FY 17-18</td>
<td>$188,919</td>
<td>-1.09%</td>
</tr>
<tr>
<td>FY 18-19</td>
<td>$195,000</td>
<td>3.21%</td>
</tr>
<tr>
<td>FY 19-20</td>
<td>$211,142</td>
<td>8.27%</td>
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<tr>
<td>FY 20-21</td>
<td>$173,477</td>
<td>-17.84%</td>
</tr>
<tr>
<td>FY 21-22</td>
<td>$175,374</td>
<td>1.09%</td>
</tr>
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</table>

I recommend approving the proposed renewal for Property and Liability Insurance coverage through the Par Plan administered by Municipal Underwriters of West MI in the amount of $175,374 for a one year period beginning July 1st, 2021.
Municipal Underwriters of West MI Inc.
4171 Wolverine Drive
Williamsburg, MI 49690
888-883-6391
polson76@charter.net

Bill To
City of Grand Haven
519 Washington Avenue
Grand Haven, MI 49417

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Insurance Company</th>
<th>Type of Coverage</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2021</td>
<td>10/01/2021</td>
<td>Michigan Township Par Plan (1st of four Installments)</td>
<td>Package Plan</td>
<td>46,922.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 additional installments of ($42,919.75)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/1/2021</td>
<td>10/01/2021</td>
<td>Michigan Township Par Plan (remove 301 Harbor Decking)</td>
<td>Endorsement #1</td>
<td>-308.00</td>
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</tbody>
</table>

YOUR POLICY IS IN FULL FORCE AND PAYABLE ON EFFECTIVE DATE. IF NOT WANTED, PLEASE RETURN IMMEDIATELY.

<table>
<thead>
<tr>
<th>Account #</th>
<th>Policy Number</th>
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<tbody>
<tr>
<td></td>
<td>HMTP--073119</td>
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</tbody>
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Total $46,614.75
Payments/Credits $0.00
Balance Due $46,614.75
# City of Grand Haven Premium Breakdown

**07/01/2021 to 07/01/2022**

<table>
<thead>
<tr>
<th>Liability $5,000,000 Limit</th>
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<tbody>
<tr>
<td>Police Professional</td>
<td>$10,722.00</td>
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<tr>
<td>Public Officials Wrongful Acts Liability</td>
<td>$11,015.00</td>
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<tr>
<td>General Liability</td>
<td>$31,073.00</td>
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</table>

<table>
<thead>
<tr>
<th>Property</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>519 W. Washington City Hall</td>
<td>$2,076.00</td>
</tr>
<tr>
<td>18 Fifth Street Police</td>
<td>$ 695.00</td>
</tr>
<tr>
<td>One North Harbor Trans Museum</td>
<td>$ 382.00</td>
</tr>
<tr>
<td>201 North Harbor Marina</td>
<td>$  88.00</td>
</tr>
<tr>
<td>421 Columbus Community Center</td>
<td>$2,297.00</td>
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<tr>
<td>525 Washington</td>
<td>$2,141.00</td>
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<tr>
<td>1308 Lake Ave. Cemetery Chapel</td>
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<tr>
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<tr>
<td>1308 Lake Ave. Columbarium</td>
<td>$  48.00</td>
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<tr>
<td>Emmet Street Radio Control House</td>
<td>$  45.00</td>
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<tr>
<td>R520 Water Street Park Shelter</td>
<td>$  15.00</td>
</tr>
<tr>
<td>1120 Jackson Street DPW Complex</td>
<td>$ 985.00</td>
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<tr>
<td>Ohio/Washington Lift Station 1</td>
<td>$  24.00</td>
</tr>
<tr>
<td>Duncan Park Lift Station 2</td>
<td>$  92.00</td>
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<tr>
<td>1001 Orchard Lift Station 3</td>
<td>$  97.00</td>
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<tr>
<td>1800 Pennoyer Ave. Lift Station 4</td>
<td>$  25.00</td>
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<tr>
<td>827 Harbor Ave. Lift Station 5</td>
<td>$  44.00</td>
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<tr>
<td>Oaks/Hopkins Lift Station 6</td>
<td>$  96.00</td>
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<tr>
<td>Grand Ave. Lift Station 7</td>
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<tr>
<td>Property (Cont.)</td>
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</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>---</td>
</tr>
<tr>
<td>Comstock Street Airport Hanger Row H</td>
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<tr>
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<td>Comstock Street Airport Hanger 6</td>
<td>$85.00</td>
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<tr>
<td>Comstock Street Airport Hanger 7</td>
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<tr>
<td>440 North Ferry Harbor Transit</td>
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<tr>
<td>1220 Jackson Street Salt Storage</td>
<td>$17.00</td>
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<tr>
<td>1120 Jackson DPW Maintenance</td>
<td>$77.00</td>
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<tr>
<td>R10 Sherman Road Water Department Storage</td>
<td>$20.00</td>
</tr>
<tr>
<td>R10 Sherman Road Water Department Hut</td>
<td>$40.00</td>
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<tr>
<td>R10 Sherman Road Water Plant</td>
<td>$7,819.00</td>
</tr>
<tr>
<td>Mulligan Hollow Park Ski Lodge</td>
<td>$213.00</td>
</tr>
<tr>
<td>Mulligan Hollow Garage</td>
<td>$19.00</td>
</tr>
<tr>
<td>East Grand River Park Restroom</td>
<td>$13.00</td>
</tr>
<tr>
<td>301 N. Harbor Drive Miniature Golf Ticket Bldg.</td>
<td>$6.00</td>
</tr>
<tr>
<td>301 North Harbor Drive Fish Cleaning Bldg.</td>
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<tr>
<td>301 North Harbor Restrooms</td>
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<tr>
<td>BLP Bldg. Sims Plant Snowmelt</td>
<td>$470.00</td>
</tr>
<tr>
<td>South Harbor Drive Riverview Shops</td>
<td>$32.00</td>
</tr>
<tr>
<td>33 Franklin Ave. Parking Station</td>
<td>$7.00</td>
</tr>
<tr>
<td>South Pier Lighthouse</td>
<td>$206.00</td>
</tr>
<tr>
<td>South Pier Fog House</td>
<td>$206.00</td>
</tr>
<tr>
<td>201 North Harbor Musical Fountain</td>
<td>$322.00</td>
</tr>
<tr>
<td>1235 Columbus Street</td>
<td>$57.00</td>
</tr>
<tr>
<td>William Hatton Park Gazebo</td>
<td>$8.00</td>
</tr>
<tr>
<td>Total</td>
<td>$21,131.00</td>
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</table>

**Inland Marine**

<table>
<thead>
<tr>
<th>Item</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Fuel Tanks Airport</td>
<td>$89.00</td>
</tr>
<tr>
<td>2017 Barber Surf Rake</td>
<td>$255.00</td>
</tr>
<tr>
<td>Case 580 K Backhoe</td>
<td>$467.00</td>
</tr>
<tr>
<td>Caterpillar Backhoe/Loader</td>
<td>$523.00</td>
</tr>
<tr>
<td>Contractor's Misc. Equipment DPW</td>
<td>$1,075.00</td>
</tr>
<tr>
<td>Imagination Station Playground</td>
<td>$851.00</td>
</tr>
<tr>
<td>Kubota M8200</td>
<td>$164.00</td>
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</table>
**Inland Marine (Cont.)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Onan Mobile Generator</td>
<td>$215.00</td>
</tr>
<tr>
<td>Emmet Street Radio Tower</td>
<td>$491.00</td>
</tr>
<tr>
<td>Root Snow Blower 18763</td>
<td>$224.00</td>
</tr>
<tr>
<td>Spaulding Asphalt Reclaimer</td>
<td>$210.00</td>
</tr>
<tr>
<td>Train Engine 201 North Harbor</td>
<td>$198.00</td>
</tr>
<tr>
<td>Misc. City Property</td>
<td>$234.00</td>
</tr>
<tr>
<td>Misc. Fire/Ancillary Equipment</td>
<td>$701.00</td>
</tr>
<tr>
<td>Thompson 6” Pump</td>
<td>$182.00</td>
</tr>
<tr>
<td>2016 Caterpillar MI Cat</td>
<td>$920.00</td>
</tr>
<tr>
<td>2007 Monroe Spreader</td>
<td>$187.00</td>
</tr>
<tr>
<td>2010 Monroe Spreader MSV</td>
<td>$210.00</td>
</tr>
<tr>
<td>Romac 8200HPV Tapping Machine</td>
<td>$247.00</td>
</tr>
<tr>
<td>2015 SmithCo Sweepstar</td>
<td>$159.00</td>
</tr>
<tr>
<td>2001 SmithCo Sweepstar</td>
<td>$140.00</td>
</tr>
<tr>
<td>1999 Swenson PV358 Spreader</td>
<td>$187.00</td>
</tr>
<tr>
<td>2011 Swenson PV358 Spreader</td>
<td>$187.00</td>
</tr>
<tr>
<td>2016 Trav-l-vac</td>
<td>$259.00</td>
</tr>
<tr>
<td>2013 United U714A35 Sewer Camera Trailer</td>
<td>$514.00</td>
</tr>
<tr>
<td>2013 Wacker Neuson</td>
<td>$345.00</td>
</tr>
<tr>
<td>2015 Wacker Neuson</td>
<td>$365.00</td>
</tr>
<tr>
<td>2018 Wacker Neuson</td>
<td>$202.00</td>
</tr>
<tr>
<td>2018 Wacker Neuson WL32</td>
<td>$312.00</td>
</tr>
<tr>
<td>2018 Veermer BC 1500</td>
<td>$280.00</td>
</tr>
<tr>
<td>Century Industries Bleechers</td>
<td>$413.00</td>
</tr>
<tr>
<td>Piston Bully Groomer</td>
<td>$654.00</td>
</tr>
<tr>
<td>Mulligans Hollow</td>
<td>$280.00</td>
</tr>
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</table>

**Total**                                                   **$13,650.00**

**Auto**

<table>
<thead>
<tr>
<th>Item</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>1983 Ford 8000 Fire Truck VIN 6886</td>
<td>$2,315.00</td>
</tr>
<tr>
<td>2002 Sutphen 100’ Aerial Tower VIN 3030</td>
<td>$3,598.00</td>
</tr>
<tr>
<td>2005 Ford F-450 Rescue Truck VIN 1587</td>
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<tr>
<td>2007 Alexis Pumper VIN 6800</td>
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</tr>
<tr>
<td>1999 Ford F-350 Dump Truck VIN 6052</td>
<td>$943.00</td>
</tr>
<tr>
<td>Year</td>
<td>Model</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>2001</td>
<td>Ford F-350 4x4 Pick Up</td>
</tr>
<tr>
<td>2001</td>
<td>Ford F-350 Dump Insert</td>
</tr>
<tr>
<td>1999</td>
<td>Ford F-350 Dump Truck</td>
</tr>
<tr>
<td>1999</td>
<td>International Ranger Hi Bucket</td>
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</table>

**Vehicles (Cont.)**

<table>
<thead>
<tr>
<th>Year</th>
<th>Model</th>
<th>VIN</th>
<th>Price</th>
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<tbody>
<tr>
<td>2004</td>
<td>Sterling Vac Con Public Works</td>
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<td>$1,385.00</td>
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<tr>
<td>2002</td>
<td>Toyota Prius</td>
<td>6626</td>
<td>$578.00</td>
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<tr>
<td>2006</td>
<td>Ford Escape</td>
<td>8775</td>
<td>$578.00</td>
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<tr>
<td>2006</td>
<td>Ford Five Hundred</td>
<td>0733</td>
<td>$599.00</td>
</tr>
<tr>
<td>2007</td>
<td>Chevy Impala Police</td>
<td>7798</td>
<td>$584.00</td>
</tr>
<tr>
<td>2008</td>
<td>International Dump Salt</td>
<td>5670</td>
<td>$1,715.00</td>
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<tr>
<td>1999</td>
<td>Ford F-350 Super Duty</td>
<td>6051</td>
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<tr>
<td>2009</td>
<td>Ford F-450 Truck</td>
<td>5038</td>
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<td>2009</td>
<td>International 7000 Truck</td>
<td>7291</td>
<td>$1,932.00</td>
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<tr>
<td>2009</td>
<td>International 7000 Truck</td>
<td>7046</td>
<td>$1,932.00</td>
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<td>Ford F-250 XL Truck</td>
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<tr>
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<td>Ford F-250 XL Truck</td>
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<tr>
<td>2001</td>
<td>Ford F-350 Truck</td>
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<td>1999</td>
<td>Ford F-250 Truck</td>
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<td>2011</td>
<td>GEM/E2</td>
<td>5093</td>
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<tr>
<td>2013</td>
<td>Ford Explorer Police</td>
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<td>$698.00</td>
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**Vehicles (Cont.)**

<table>
<thead>
<tr>
<th>Year</th>
<th>Model</th>
<th>VIN</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>2013</td>
<td>Ford F-250 Truck</td>
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<tr>
<td>2014</td>
<td>Ford Taurus</td>
<td>3230</td>
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<tr>
<td>2014</td>
<td>Ford Explorer Police</td>
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<tr>
<td>2012</td>
<td>Motorcycle Police</td>
<td>1450</td>
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<td>Ford SRW Super Duty PU</td>
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<td>5439</td>
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<tr>
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<td>Ford Super Duty PU</td>
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<td>$801.00</td>
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<td>2015</td>
<td>Ford Super Duty PU</td>
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<td>$801.00</td>
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<td>Ford Escape</td>
<td>5105</td>
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<tr>
<td>2015</td>
<td>Ford Explorer Police</td>
<td>1964</td>
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<td>Ford Explorer Police</td>
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<td>SRW Super Duty PU</td>
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<td>SRW Super Duty PU</td>
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<td>International Vac Con Jetter</td>
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<td>7326</td>
<td>$1,236.00</td>
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<tr>
<td>VIN</td>
<td>Make and Model</td>
<td>Fee</td>
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<tr>
<td>-----</td>
<td>--------------------------------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>9913</td>
<td>2013 Ford Econoline Van</td>
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<td>5415</td>
<td>2016 Ford SRW Super Duty PU</td>
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<td>2016 Ford Explorer Police</td>
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<td>9281</td>
<td>2016 International Dump Truck</td>
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<td>3858</td>
<td>2016 Ford F-250 PU</td>
<td>$762.00</td>
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<tr>
<td>4739</td>
<td>2017 Ford Explorer Police</td>
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<td>9588</td>
<td>2016 Ford Taurus Police</td>
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<td>5616</td>
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<td>8882</td>
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<td>2987</td>
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<td>7894</td>
<td>2018 Ford Explorer Police</td>
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<td>7895</td>
<td>2018 Ford Explorer Police</td>
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<td>4066</td>
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<td>7520</td>
<td>2019 Jeep Cherokee</td>
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<td>5491</td>
<td>2019 Ford F350</td>
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<tr>
<td>4169</td>
<td>2019 Ford Explorer</td>
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<tr>
<td>5953</td>
<td>2019 International Dump</td>
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<tr>
<td>4170</td>
<td>2019 Ford Explorer</td>
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<tr>
<td>5707</td>
<td>2019 Ford F-250</td>
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<tr>
<td>2201</td>
<td>2020 Ford F-250 with Plow</td>
<td>$762.00</td>
<td></td>
</tr>
<tr>
<td>2202</td>
<td>2020 Ford F-250 with Plow</td>
<td>$762.00</td>
<td></td>
</tr>
<tr>
<td>2204</td>
<td>2020 Ford F-350</td>
<td>$869.00</td>
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<td>2206</td>
<td>2020 Ford F-350</td>
<td>$869.00</td>
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<td>2020 Ford F-350</td>
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<tr>
<td>2983</td>
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<tr>
<td>2982</td>
<td>2020 Police Interceptor</td>
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<tr>
<td>6361</td>
<td>2020 Ford Edge Police</td>
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<tr>
<td>0201</td>
<td>2021 International Dump</td>
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<tr>
<td>3049</td>
<td>2021 Fire Pumper</td>
<td>$3,128.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total**                                      $75,008.00

**MCCA Auto Charge**                          $5,848.00

**EDP Coverage**                               $622.00

**Crime Blanket Bond**                         $15.00

**Trailer Auto Coverage**                      $4,250.00

**Mulligans Hollow Charge**                    $2,348.00

**Harbor Decking**                             -$308.00
Total Annual Premium $175,374.00
Attachment D
Dear City Council,

Stop IMUPSEF - AN - COLT - DOWN

5-4-21
I think the at the playground show not comes DON

I like to go to the playground will my mom
We love the party!

Stop I'm up

Swimming in the pool

From Natalie's student
Dear City Council,

Please do not tac down the playground.

Sincerely,

5/4/21
I have a
big piblum
you man not
Satacr
dounbeas

++ +
he"
BACK YOU

CAT + 1

PAW IN A

PRCENLX +

CANADA?
MASON

DIEAS 5421

PROS LPES

DOTTAC DON

THE PLAG DON

BCUZ YS PLA ON IT!
Dearest Found in UN SC

DOOOO NO TIR

THOPLA GARONG SUM

THANKS

NOW IT'S LEDARUD

THIAPO
I FAK BKUZ

I G0Tt A4K THE PLATHEE RISUMR

IT ISFUNERE

DAMA MIMI D'AD
SOMETHING HAS...
A BIRD POPULATED
THE PLANNER
AND NOT THE
Definitely a big problem
We have a big problem
Do not pretend
The pleas to grad
I asto do I come here
My mom dad
Dive by the pie beam like to go to mom.
Row didn't move. From the other side, they finished.
From Kindergarten Student
5-4-21

Dear Ms. City Council,

I'm writing to request that TAD be done. Please put TAD.

Do the peace.

Sincerely,

Boone
UK! ATT AEd DM.
The BAK! FROM
Boone Kitec Art
on Student.
Dear City Council,

5-4-21

NR

Stop!!! Please, don't take down the Holl Tran Shashen

Love,
I think if should stay up because people like to visit.
STOP!! PLEASE DON'T TAKE! DOWN!
The! HOLL! TRAH! Stashin' FROM CHLOE 4 KINDERGARTEN STUDENTS!
Dear City Council,

Do not tar the Ple grot.

5-4-21
DOT
TAPDAO THE
PLAYGROUND.
Stop now

only got
ing to

the

play guitar

from

Kiera
Dear City Counsel,

I am your Happy!

The Firm is Focus

Cushy, Come Down

Ow!
I took the train to town to come. Dad and I love the train.
The train cannot come by.

From Carolyn

Kindergarten Student
5-4-21

Dear City Counsel,

We have a big problem! Do not tear down the tria.
I like the playground.
She couldn't come down.
We have a bug! Problem! Do not tear down the train. From Josiah.
Dear City Counsel,

That is a problem.

Do not tar don the trim.

5421
I do not agree.

The PLADIAN

Katherine M. X. Mendez
The Hobo DE

Playing from

Kindergarten... Ammer!
Dear City Council,

The program can't go on the teachers can't go on physical can't go on the faculty can't go on.

Are you (I haven't seen him) a liar?

HA-ZER

5-4-21
the FAN

COOM DANK

DIE PAPER

GO M. DAMN D B

THAN
I FEC tho tran
th edit KUDAN
BECUS the TIFAN
IS FUN
FRUM NO. 2016 6/1
Dear City Counsel

Stop! ThaR's! A A!
Big! Problem!
It'sLate! Too!
Play-AtThePark

And The ERnissit
Do Not TakThem
I think the pink is and
the ERmis MRK it can not come
daon bekus I
like too; play
The end

From: Amor
Dear City Council,

I am underage.

You won't be coming to the playground.
I bot wot a pr kerk

LOT

bot

315
I am unhapy.
You not talk.
Downtown playground.
Dear City Council

I am mad

no peace

5/4/21
I like this Plush. Becus ti is wet.
The play Grandpa is not a porker.
Eating & Frowning.

F
my friends like
the things
we like to be
From Rough
Ples do not ta) down! The stuff!.

Beyus kix

Like to

Play
I STOP

F KUM

OF FOR LUSH

here
Do Not Tax the Pini Way!
STOP!

Do Not TAR
The FOMMRs
MOCIT DAW
STOP!
Do Not Take the Prok Way
STOP!

Do Not Take the Train Way
STOP!

DO NOT TAK THE TIKULL WAY
STOP! Please do not kid the kids. Love the PRK the kids will always laike.
STOP!
Stop!
PEPLLOVE!
the thra
then I LlK
Go eINISI0
HAZE!
STOP

DON'T MAKE CAPRENO
I LE TREAT AT THE PLAYGROUN
D
STOP
I LIKE DO PLA AT THE PR RTA HNAD THE TI PL
PE3 don't tA) Down the tA) PLan the tA) PLan the PLag IWD BEs! IFS FUN OR PLa
STOP!
DO NOT
TAKE THE PAGRN
Soopause PBREMKOKTSHEDGOGTHEFODSTAFOLSPearlike toplay the car
BYE

SOUL BOTTLED NOT PAIL

THE PAPER LEVITOR
STOP!

PLEASE DON'T TARE

DOWN THE PLAY G

AND THE MARKET

5 2 10

Chloe
STOP PLEASE
DO NOT Tearing
DOWN The
PLAYERS
STOP
WO Y
DOWN TO
YOW WOT
TEK THE BTPD
Stop

Dot

the

People

Dungeon
Stop Do
Not Do
Air It DAWN.
No
I love the
play to play
Dear city council,

Please don’t destroy the train park. I like to play there, and so do lots of other kids. Please find another place for the parking lot. Thank you.

Lemmy Huston
Dear City Council & Mayor

My kindergarten class found out about plans for the train station. They wanted to write to you about their opinion. Thank you,

Kelly Simpson
Arnessh
I do not tak the

Do not tak the

trash out! because

The animals

want home food.
Because the baby animals can fly.
Because the baby duckling can fly, and the water will be red.
Audrey

Stop I was too
keep the

chen and

she was too go

No the chen
Stop do NO +
We mot the
Chen and the
pepl wo +
THINK

Stop thinking of putting.
A parking lot
Peppa love the char\nE VIG KIDS.
so you can not.

put a parking lot.
Elijah

You shall not

Move the chant

Be Kuz the people

Kind be sad
Efijan

and the punk

and

and

and

and

and
In Rebula with a gas in the past with the day
people want to taste them

to play with kids

And they will win the game
Stop if you do it!

You have a parking so why? do you need a booth now?
If you don't help, the kind will fire. It is bad and it is right that with me forever.
Chloe

You don't

Roo Nut

Recess Cat
get to the I
You keep the site.
We are you moving the tan?

I like the tan because
Skyler

Stop!

Move up the

Train may not

Get off the

Get on the platform
I like to play at home. Then I play outside.
There is a lift.
Kids like to play on the playground!
I want Pip to stop and to take John to the park
because I want
go to the bar
and I want to go in the fan.
Do not take the Playdown down.
People like to eat there and look at the train.
Lily

Because

Stop

Parking

Because

I

Like to play this
I

bro

40

LUNCH ON THE

tabs
Jadine

At home, I move the phone to the other hand.
Stella Huntington
534 Grant Ave
Grand Haven, MI 49417

C: Council Correspondence

Grand Haven City Hall
ATTN: Pat McGinnis
519 Washington Ave
Grand Haven, MI 49417

49417-148699
Save Grand Havens train park! This is a protest to stop the city from tearing down the train park in downtown Grand Haven. Us four kids, Alena Vantubergan, Stella Huntington, Regan Hawley, and Clara Wilson are starting a protest to keep up our childhood train park! We are taking a stand! This train park is a big part of our childhood, and we want future generations to enjoy it as much as us! Now, most people underestimate kids trying to protest, but we will do it all to save our train park. We hope that you will not buzz us off and you will actually listen to a few kids trying to make a difference. We are respectfully asking that you keep up this monument. Even if you move the train park somewhere else, the memories will not be the same. Please consider this request.

From, The Train Park protest group!
Save our city, stop destroying our Grand Haven Train Park. We want new memories to be made in that park like they did for us but that can’t happen if the city destroys the park and the memories that were made there. I hope you listen and don’t ignore us because we are kids. We hope we can make a difference in our community.

Sincerely, The Train Park protest group!
Save Grand Haven's History! The Grand Haven train park should NOT be torn down for more condos and apartments! There are so many apartment and condo complexes in Grand Haven, there is the Haven at Grand Landing apartments, the Timber View Apartments, and so on and so forth. Our city is built up of tons of colorful buildings and ancient monuments, but sadly some of them are already gone! We do not want that same thing to happen to our city's train park! Some of the memories that were made there will live in our hearts forever, and we want that for years to come.

Sincerely, The Train Park protest group!
Save our memories, memories were made at the Grand Haven train park and when you destroy it you destroy the memories with it and well some memories were sad most were happy. That train park will live in our hearts forever, even when it’s gone, but with your help that won’t be soon.

From, The Train Park protest group!
A member of the public has submitted a comment

**Notification Summary:**

- Contact Last Name: Carpenter
- Contact First Name: Nanaruth
- Form ID: comp-kfk7exms
- form-name: Public Comment
- First Name: Nanaruth
- Last Name: Carpenter
- Email: carpmomy@gmail.com
- Phone: 6164468310
- Address: 91 Poplar Ridge, Grand Haven

Let the Mayor and Council know your thoughts.: Please hold off on approving the BLP plan for Harbor Island. Let there be an opportunity for the citizens of Grand Haven to research alternatives and look into the future of energy before spending our money on a unilaterally designed plan. Thank you!

---

*Grand Haven Energy*

*Notification sent via Wix Automations*
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Low (90): Pass

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A member of the public has submitted a comment

**Notification Summary:**

Contact Last Name: Chu

Contact First Name: Ember

Form ID: comp-kfk7exms

form-name: Public Comment

First Name: Ember

Last Name: Chu

Email: emberclark@hotmail.com

Address: 14187, Payne Forest Ave. Grand Haven, MI

Let the Mayor and Council know your thoughts.: We find ourselves in the fortunate position of being ready to invest in future energy production for our community. That is a great place to be, especially as the future of energy production is changing before our eyes. We should not be constructing a natural gas plant or planning to continue burning fossil fuels which we know contribute to climate change. Fossil fuels are the energy of the past. Rather we should take advantage of the fortunate position in which we find ourselves, already in transition and on the brink of a clean energy revolution, to get ahead of the game and invest in sustainable energy production for the good of the consumers and the planet. Please delay the bond issue and take the time to conduct an independent study of the current plans. Let's make sure we are making the best decision for our future.
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**Notification Summary:**

Contact Last Name: Johnson
Contact First Name: Mark
Form ID: comp-kfk7exms
form-name: Public Comment
First Name: Mark
Last Name: Johnson
Email: mark.johnson73@outlook.com
Phone: 6162156703
Address: 602 Clinton Ave. Grand Haven MI

Let the Mayor and Council know your thoughts.: I would be interested in an independent outside study of this project before the use of these funds is approved.
This message was delivered because the content filter score did not exceed your filter level.
A member of the public has submitted a comment

Notification Summary:
Contact First Name: Peter
Form ID: comp-kfk7exms
form-name: Public Comment
First Name: Peter
Email: pg.kamhout@gmail.com
Phone: 616-638-6652
Address: 14348 Woodhaven Ct, GH MI 49417

Let the Mayor and Council know your thoughts.: I request more information about this proposed construction of a BLP plant on Harbor Island and its impact on Grand Haven. It sounds like a very expensive project that would seem to deserve a closer inspection before approval. If possible, could we have a community forum in which the community could ask questions of the board of light and power? Thank you, Peter Kamhout MD Terri Zomerlei MD
This message was delivered because the content filter score did not exceed your filter level.
A member of the public has submitted a comment

Notification Summary:

Contact Last Name: Koerner
Contact First Name: James
Form ID: comp-kfk7exms
form-name: Public Comment
First Name: James
Last Name: Koerner
Email: jim.g.koerner@adient.com
Phone: 6162830967
Address: 14300, Duneswood Street

Grand Haven Energy
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A member of the public has submitted a comment

Notification Summary:

Contact Last Name: Leatherman
Contact First Name: Abby
Form ID: comp-kfk7exms
form-name: Public Comment
First Name: Abby
Last Name: Leatherman
Email: leathermanabby@gmail.com
Phone: 6169942715
Address: 503 Marion Ave Grand Haven, MI 49417

Grand Haven Energy
Notification sent via Wix Automations

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A member of the public has submitted a comment

Notification Summary:
Contact Last Name: Risko
Contact First Name: Michael
Form ID: comp-kfk7exms
form-name: Public Comment
First Name: Michael
Last Name: Risko
Email: risko@lakemichiganlaw.com
Phone: 6168471400
Address: 14357 Terry Trail
Let the Mayor and Council know your thoughts.: We don't need a new power plant. We don't want a new power plant. There are much better ways this land could be used to benefit the community.
This message was delivered because the content filter score did not exceed your filter level.
A member of the public has submitted a comment

Notification Summary:
Contact Last Name: Van Houdt
Contact First Name: Margaret
Form ID: comp-kfk7exms
form-name: Public Comment
First Name: Margaret
Last Name: Van Houdt
Email: ivavh@yahoo.com
Phone: 6168478996
Address: 19076 North Shore Drive
Let the Mayor and Council know your thoughts.: Mayor and City Council of Grand Haven, I am writing in regard to the distinct lack of transparency with the Grand Haven Board of Light and Power Board plus the City of Grand Haven regarding the plans for the future of harbor island and the huge bill the board is moving on despite no public interaction regarding building a plant and an office building on Harbor Island that I would be paying for. I attended many meetings regarding the closing of the Sims plant and the $30 million dollar cost to fix the boiler versus eventually eliminating it to become sustainable and not contaminate with coal. Grand Haven is a town of 10,000 where and why would it be necessary to take on a huge debt even more than 30 million to create something that has not been deemed necessary or with
community input. Respectfully, Margaret Van Houdt

Grand Haven Energy
Notification sent via Wix Automations

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I am writing to voice my objection to the monument being considered for along the boardwalk in Grand Haven. I love that natural area of the boardwalk and absolutely despise the depiction of the proposed monument. I respectfully request that you reject this monstrosity. It just doesn’t belong there.
Sincerely
Dr. Barbara Bytwerk

Sent from my iPad
Lester and Ronda Chapman  
1606 Waverly Avenue  
Grand Haven, MI  

Grand Haven City Councilmen Cummins, Dora, Fritz and Scott  
Mayor Monetza  
City manager McGinnis  

Gentleman,  

As citizens of Grand Haven for close to 30 years we are writing you to voice some concerns in regards to the Councils agenda items and actions. This may not be as timely as it should have been but being technology challenged and with all the restrictions and zoom meetings of this past year its been difficult to keep up with everything. Never the less we felt we wanted to share our opinions.  

Regarding the Public Works Monument we agree it is a worthwhile project and well deserved honor but greatly disagree at placing it at the waterfront location as proposed. The riverfront and its remaining natural landscape is one of Grand Haven’s best assets and we need to protect it at all costs. Once we give a small piece of it away to any form of additional development we lose it and can never get it back. In addition we pave the way for other requests/memorials to follow and soon what makes Grand Haven’s boardwalk a unique local and tourist attraction loses its appeal. Despite attempts to convince us it will not obstruct our view it most certainly will be a disruption along an already busy and often crowded boardwalk. We ask that you consider a different location such as near the Boy Scout monument, central park, near the locomotive park or even a smaller version at city hall. In addition this hints of a conflict of interest when a city employee is soliciting funding/approval and even if not by the letter of the law certainly by the spirit of the law.  

Secondly regarding the “Beyond the Pier” consultation/project, we find little in this report that merits further consideration. What makes Grand Haven a destinations as well as a great place to live is that we are NOT Traverse City, Ann Arbor, Flint, Grand Rapids or Detroit. We don’t have aspirations to be like those places. We want to be Grand Haven. The downtown parking lot development is not in keeping with our small town environment and appeal. We are certainly not in favor of the 4-5 story realm as in some of the suggestions and let us never lose our influence/control with 30 year leases. The only item that we feel has some merit is relocation of the Farmer’s Market and even then we hope you carefully consider input from the vendors. There certainly needs to be ease in loading space and parking for vendor vehicles as well as keeping the fees reasonable so that is used at full capacity.  

We thank you for taking the time to consider this letter and our concerns. We also thank all of you for your time and commitment in serving the people of Grand Haven. We continue to pray for your efforts and decisions as you work to move Grand Haven forward in a reasonable and thoughtful manner consistent with our small town heritage.

Lester and Ronda Chapman  
616 847-8736  

May 18, 2021  

Ronda Chapman  5/18/31
Honorable Mayor Bob Monetza  
City Council Members  
City Manager Pat McGinnis

As a resident and property owner in the City of Grand Haven, we strongly oppose placing the DPW Monument on the Boardwalk pathway.

We respectfully ask the city council to consider doing the following. Below are our reasons to support our request.

A. Create an official Boardwalk Board to advocate as a voice in its preservation to the community and visitors. Perhaps in the form of a Friends of the Boardwalk committee or task force, comprised of concerned citizens both young and old, to work with the council towards a Boardwalk Master Plan to guide the city long term.

B. Seek community input to develop a list of possible sites for a DPW Monument. Maybe develop a survey of the public, perhaps even folks from out of town who visit Grand Haven to enjoy our city and all we have to offer. Perhaps our Visitors Bureau could play a role to get the word out and the community input back. With careful thought, a wide net of input could be gathered to properly recognize and appreciate our hard working public servants. What a healthy statement that would make!

Reasons why we feel the way we do.

Recognizing the DPW for their hard work to help make all of our lives safer and better is a good idea. Putting a monument along the Boardwalk for the DPW, the teachers, the healthcare workers, or for any group or cause, is a bad idea.
1. The boardwalk is a pathway for all to enjoy without distraction. It speaks for itself without man-made structures or messaging.

2. It’s a place of nature. Of beauty. Of tranquility. Of enjoyment. It’s a nature trail passing through our downtown. To place a DPW Monument on the Boardwalk devalues our most pristine and valuable real estate in Grand Haven. No artificial sight, noise, structure, or other stimuli should attach itself to the Boardwalk pathway.

3. Placing a DPW Monument on the Boardwalk pathway starts a slippery slope the city council will regret. If the council gives to one cause, they must give to all. The city council should not set itself up to pick winners and losers; it’s not their job. And to do so is fodder for future lawsuits. Every profession, vocation, special interest, and political statement has a place. But it’s not on the Boardwalk.

4. A DPW Monument is not at all compatible with the theme of the Boardwalk. Nothing knits the two together; it’s a complete disconnect. It’s not nautical. It’s not maritime. It’s totally unrelated and doesn’t belong on the Boardwalk.

5. If we want to recognize our department of public works, put a monument near our city hall. If we want to recognize teachers, put a monument near our schools. Firemen and police; honor them near our fire barn and jail. Farmers; recognize them near our farmers’ market. Etc. We have plenty of appropriate locations. The Boardwalk is not one of them.

6. This DPW Monument is basically a billboard and raises a larger concern. Do we have planning and zoning guidance on the books that speaks to construction on or along the Boardwalk pathway? We don’t put billboards in our neighborhoods. We don’t put billboards along our downtown streets. Every state has clear billboard laws regulating how big and where billboards can be put along highways. Yet, we don’t seem to have a billboard code for what can be put on the Boardwalk. Very odd. If we do
have a city code on point, what is it? And, how could this DPW monument possibly comply? We should have clear and reasonable zoning regulations about what artificial sight, noise, structure, or other stimuli can be placed on the Boardwalk pathway.

7. This DPW Monument is huge. Concept drawings show it over 100 feet long and upwards of 8 feet high. Then, add an approach on each end and railings on top so people don’t fall down its sheer edge. You have a monster. That’s twice as long as a semi-truck & trailer you see hauling down the highway. Placed on the Boardwalk it will be an absolute eye sore. Do we really want an eye sore on our beautiful Boardwalk? I hope not.

8. Why wasn’t this DPW Monument considered by our Harbor Board before it reached the city council? The Harbor Board is responsible for the use and maintenance of the city’s waterfront properties. It’s standard procedure for committees and boards to first consider an issue, and then report it out of committee with a recommendation to the city council. The Boardwalk pathway is clearly city waterfront property. So, it’s the Harbor Board’s responsibility. Sadly, however, the Harbor Board never met even once for any of its regularly scheduled meetings in 2020. And so far in 2021 the Harbor Board has cancelled all three of its regularly scheduled meetings. The reason for these 10 cancellations for the last two years – lack of anything to consider – according to the city’s official records. How can that be? This DPW Monument placed along the Boardwalk pathway, our most valued and prized waterfront property, surely is a matter worthy of the Harbor Board’s consideration. It’s alarming. It seems the Boardwalk has no advocate. No voice. Nobody watching out for it. It’s a ship adrift not only without a rudder, but also without a captain. That should not be allowed. The Boardwalk needs an advocate, a voice.

9. The DPW Monument knocked on two other doors in town before it landed on the Boardwalk. The State of
Michigan didn’t want it near the trolley turnaround by the state park entrance because the monument wasn’t an appropriate fit. The DPW Monument was also rejected by the coal tipple near the railroad cars on Jackson because it wasn’t an appropriate fit there, either. So, the Boardwalk gets stuck with what nobody else wants. What a pity to be so rude to the Boardwalk.

10. Why not put the DPW Monument on Harbor Island along the linear pathway? There’s space. Harbor Island needs purpose and definition. The DPW Monument could be an anchor for additional buildout there. It would be a draw to get more visitors roaming over to that side of the Channel. Was that even considered?

11. Why not put the DPW Monument on the east side of town so those neighborhoods are included in the bigger picture of Grand Haven as a whole? Near Washington Square? Along the river off Beechtree St? Along Robbins Rd? We probably have 5-10 excellent locations that would embrace the DPW Monument. It would help build pride and activity to parts of Grand Haven besides just the downtown shopping district that gets all the focus. Has a list of potential sites been made? Has the public had a chance to see them and give comment? Projects with tunnel vision usually don’t turn out well.

Thank you for your consideration of our input.

Gregg & Diane Hartzog

--
To: Mayor, City Council Members and Staff,

I am writing in reference to the proposed Boardwalk Monument project and wish to register my opposition. This project is not consistent with the natural aesthetic of the area and conflicts with the natural beach and Lake Michigan area of Grand Haven. It is also environmentally inconsistent and adds more impervious hard-scape surface area affecting water run off in warmer months and ice build up during the colder months. Additionally, the design of the project, in conjunction with the prevailing wind and weather pattern will result in the area becoming a natural collection boundary for sand and debris - adding to the city’s already constrained budget for cleaning and on-going upkeep. And the monument itself will require ongoing maintenance, repair, and selected replacement or retoration of the proposed art work. While a perpetual care fund is proposed, it too depends on donations and is therefore not assured. This places the project’s care also on the city budget and let me be clear, I strongly oppose my city tax dollars being used for such expenses.

The project proposes to honor public workers which in itself is laudable. However, with its proximity close to Escanaba Park and situated along the main waterway to Lake Michigan, it unnecessarily competes with and takes away from the honoring already present and highly appropriate for the Coast Guard. While the efforts of public workers, especially those in Grand Haven, are respected and appreciated, there must be other locations and ways in which they can be honored and recognized.

Among the features highlighted for the project is that it will bring additional seating and gathering space to the boardwalk. Presently, even in high season, there are sufficient benches already available for seating and groupings of seating for gathering. I regularly walk boardwalk and rarely, if ever, witness all of the benches being full or even being used.

The logic, which is not well articulated, of locating such a monument in this area of the boardwalk does not come close to overcoming its negative aspects, especially the environmental damage caused by the project. Therefore, I strongly urge the Mayor and City Council to not support this project for the proposed location.

Thank you for considering my comments.

Bill Latta
433 Sandpiper Drive
Grand Haven, Michigan 49417
To: lbrowand@grandhaven.org  Remove gmail.com from my allow list
From: wjlatta65@gmail.com

You received this message because the domain gmail.com is on your allow list.
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Honorable Mayor Bob Monetza  
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The following submission came through the general contact form at GrandHaven.org for your department.

Send my message to: City Manager's Office
First Name: Theodore
Last Name: Lintjer
Phone: (616) 215-8533
Message: I AM OPPOSED TO THE CONSTRUCTION OF THE PUBLIC WORKS MONUMENT WITHIN THE BOARDWALK CONNECTOR PARK!!
The following submission came through the general contact form at GrandHaven.org for your department.

Send my message to: City Manager's Office
First Name: Mary
Last Name: Malek
Email: memalek1945@gmail.com
Phone: (616) 340-3216
Message: I am totally against the proposed monument on the waterfront. It will completely change the feel of our wonderful waterfront. I agree about the intention of the monument but feel it should be placed elsewhere.
Honorable Mayor Bob Monetza  
City Council Members  
City Manager Pat McGinnis  

I strongly oppose placing the DPW Monument on the Boardwalk pathway.  

I respectfully ask the city council to consider doing the following. Below are the reasons to support my request.  

A. Create an official Boardwalk Board to advocate as a voice in its preservation to the community and visitors. Perhaps in the form of a Friends of the Boardwalk committee or task force, comprised of concerned citizens both young and old, to work with the council towards a Boardwalk Master Plan to guide the city long term.  

B. Seek community input to develop a list of possible sites for a DPW Monument. Maybe develop a survey of the public, perhaps even folks from out of town who visit Grand Haven to enjoy our city and all we have to offer. Perhaps our Visitors Bureau could play a role to get the word out and the community input back. With careful thought, a wide net of input could be gathered to properly recognize and appreciate our hard working public servants. What a healthy statement that would make!  

Reasons why I feel the way I do.
Recognizing the DPW for their hard work to help make all of our lives safer and better is a good idea. Putting a monument along the Boardwalk for the DPW, the teachers, the healthcare workers, or for any group or cause, is a bad idea.

1. The boardwalk is a pathway for all to enjoy without distraction. It speaks for itself without man-made structures or messaging.

2. It’s a place of nature. Of beauty. Of tranquility. Of enjoyment. It’s a nature trail passing through our downtown. To place a DPW Monument on the Boardwalk devalues our most pristine and valuable real estate in Grand Haven. No artificial sight, noise, structure, or other stimuli should attach itself to the Boardwalk pathway.

3. Placing a DPW Monument on the Boardwalk pathway starts a slippery slope the city council will regret. If the council gives to one cause, they must give to all. The city council should not set itself up to pick winners and losers; it’s not their job. And to do so is fodder for future lawsuits. Every profession, vocation, special interest, and political statement has a place. But it’s not on the Boardwalk.

4. A DPW Monument is not at all compatible with the theme of the Boardwalk. Nothing knits the two together; it’s a complete disconnect. It’s not nautical. It’s not maritime. It’s totally unrelated and doesn’t belong on the Boardwalk.

5. If we want to recognize our department of public works, put a monument near our city hall. If we want to recognize teachers, put a monument near our schools. Firemen and police; honor them near our fire barn and jail. Farmers; recognize them near our farmers’ market. Etc. We have plenty of appropriate locations. The Boardwalk is not one of them.

6. This DPW Monument is basically a billboard and raises a larger concern. Do we have planning and zoning guidance on the books that speaks to construction on or along the Boardwalk pathway? We don’t put billboards in our neighborhoods. We don’t put billboards along our downtown streets. Every state has clear billboard laws regulating how big and where billboards can be put along highways. Yet, we don’t seem to have a billboard code for what can be put on the Boardwalk. Very odd. If we do have a city code on point, what is it? And, how could this DPW monument possibly comply? We should have clear and reasonable zoning regulations about what artificial sight, noise, structure, or other stimuli can be placed on the Boardwalk pathway.

7. This DPW Monument is huge. Concept drawings show it over 100 feet long and upwards of 8 feet high. Then, add an approach on each end and railings on top so people don’t fall down its sheer edge. You have a monster. That’s twice as long as a semi-truck & trailer you see hauling down the highway. Placed on the
Boardwalk it will be an absolute eye sore. Do we really want an eye sore on our beautiful Boardwalk? I hope not.

8. Why wasn’t this DPW Monument considered by our Harbor Board before it reached the city council? The Harbor Board is responsible for the use and maintenance of the city’s waterfront properties. It’s standard procedure for committees and boards to first consider an issue, and then report it out of committee with a recommendation to the city council. The Boardwalk pathway is clearly city waterfront property. So, it’s the Harbor Board’s responsibility. Sadly, however, the Harbor Board never met even once for any of its regularly scheduled meetings in 2020. And so far in 2021 the Harbor Board has cancelled all three of its regularly scheduled meetings. The reason for these 10 cancellations for the last two years – lack of anything to consider – according to the city’s official records. How can that be? This DPW Monument placed along the Boardwalk pathway, our most valued and prized waterfront property, surely is a matter worthy of the Harbor Board’s consideration. It’s alarming. It seems the Boardwalk has no advocate. No voice. Nobody watching out for it. It’s a ship adrift not only without a rudder, but also without a captain. That should not be allowed. The Boardwalk needs an advocate, a voice.

9. The DPW Monument knocked on two other doors in town before it landed on the Boardwalk. The State of Michigan didn’t want it near the trolley turnaround by the state park entrance because the monument wasn’t an appropriate fit. The DPW Monument was also rejected by the coal tipple near the railroad cars on Jackson because it wasn’t an appropriate fit there, either. So, the Boardwalk gets stuck with what nobody else wants. What a pity to be so rude to the Boardwalk.

10. Why not put the DPW Monument on Harbor Island along the linear pathway? There’s space. Harbor Island needs purpose and definition. The DPW Monument could be an anchor for additional buildout there. It would be a draw to get more visitors roaming over to that side of the Channel. Was that even considered?

11. Why not put the DPW Monument on the east side of town so those neighborhoods are included in the bigger picture of Grand Haven as a whole? Near Washington Square? Along the river off Beechtree St? Along Robbins Rd? We probably have 5-10 excellent locations that would embrace the DPW Monument. It would help build pride and activity to parts of Grand Haven besides just the downtown shopping district that gets all the focus. Has a list of potential sites been made? Has the public had a chance to see them and give comment? Projects with tunnel vision usually don't turn out well.

Thank you. Char Wiersma
To: mangel@grandhaven.org  
From: wiersmac@sbcglobal.net  

Message Score: 1  
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Block sbcglobal.net

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To Mayor Monetza, and Members of the City Council:

As the city and the BLP are making major changes in our electrical energy supply, now is a good time for an independent look at the Snowmelt system.

It is very possible that there are more efficient, and less expensive ways of managing and financing the system than operating it through the BLP. As the city pays 25% of the costs of Snowmelt, perhaps it is time our Department of Public Works took over its management.

I am requesting that the city form a special "Ad Hoc" committee, made up of stakeholders, interested citizens, appropriate people from city government and technical people from local industries to consider if the BLP is the right organization to run the system, or if there is a more cost-effective alternative. The plan should include a long-term financial plan, as well as a long-term maintenance plan. These are important for us all.

Date: 5/24

Name: Tim O'Connell

Business (or building address): 9 S 3rd St. CT 49417
To Mayor Monetza, and Members of the City Council:

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Date: 5/27/21 Name: [Signature]
Business (or building address): 201 Washington

To Mayor Monetza, and Members of the City Council:

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Date: 5/27/21 Name: [Signature]
Business (or building address): 117 Washington Ave #B

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Date: 5/24/21 Name: [Signature]
Business (or building address): Fortnos 114 Washington
To Mayor Monetza, and Members of the City Council:

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Date: 5/24/2021 Name:  
Business (or building address): FLOTO'S GIFTS

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Date: 5/27/2021 Name: Deborah Otto
Business (or building address): PLAQUE PLAQUE

To Mayor Monetza, and Members of the City Council:

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Date: 5/26/21 Name: Tiffany Boyle
Business (or building address): 215 Washington
To Mayor Monetza, and Members of the City Council:

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Date: 5/27
Name: Kim Vukovich

Business (or building address): Clothes Loft
113 Washington

To Mayor Monetza, and Members of the City Council:

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Date: 5/27
Name: Robert + Karen Bergman

Business (or building address): 214 Washington
To Mayor Monnetza, and Members of the City Council:

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Date: 5/15/21  Name: John Morgan
Business (or building address): 119 Washington
                                      206 Washington
Duncan Park Commission
Meeting Minutes
February 16, 2021
Zoom Meeting and Facebook Live Streamed

The virtual meeting was called to order at 7:05 pm by President Roger Cotner.

Commissioner:
Present: President Roger Cotner, Georgette Sass, and Acting Secretary Jennifer Holland
Excused: Secretary Aaron van Baal, Commissioner Nancy Nagtzaam
Others: City Council Liaison Dennis Scott, City Liaison Derek Gajdos, City Manager Pat McGinnis, City Council Member Mike Dora, Mike Wade, and Mike van Duin’s Boy Scout Troop.

Those participating in the introductions for live stream introduced themselves and stated their locations to be in Grand Haven, Michigan with Georgette Sass in Allendale, MI.

Cotner briefly outlined a few ground rules for the virtual meeting including the need for roll call votes.

Approval of Agenda: Holland moved to adopt the Draft Agenda which Sass seconded. The motion to approve the agenda as circulated on 2/12/2021 carried 3-0 by roll call vote.

Public Comment: None

New Business:
A) Cotner moved to adopt a budget of $12,000 for Park operations for the fiscal year beginning on July 1, 2021, and ending on June 30, 2022, as outlined in the budget circulated with the agenda and attached. The motion died for want of a second.
B) Holland moved to designate public use trails in Duncan Park as depicted in a Trail Map prepared by Ottawa County Parks and Recreation Commission’s Curt TerHaar. Cotner seconded the motion. A copy of the trail map is attached. Cotner verbally supported his motion as a first step in trail management and emphasized that adoption of designated trails does not preclude future actions regarding trails. Several Commissioners took issue with an alternative trail map excluded from the agenda. After extensive discussion, the motion failed 1-2 (Sass, Holland).
C) Other New Business:
1) Sass moved to approve a volunteer event for the Grand Haven Area Community Foundation’s volunteers as part of the Foundation’s 50th Anniversary Celebration to be held on May 18, 2021. Holland seconded the motion. Commissioners informally discussed possible projects for the event. The motion passed 3-0 on roll call vote.

Approval of Minutes:
A) Holland moved to approve the 1/20/2021 meeting minutes as previously circulated. Sass seconded the motion. Holland proposed a correction to the Minutes to reflect that she was participating in the Zoom call from Merrillville, IN, not Wentzville, IN. The proposed correction drew no objection. Holland also proposed a correction to Old Business Section A, subsection 3 to reflect that “Sass is working with a GVSU undergraduate student.” The proposed correction drew no objection. The Commissioners voted 3-0 by roll call to approve the proposed minutes as corrected. A copy of the approved minutes from the 01/20/2021 meeting is attached.
President’s Report:

A) Cotner referenced his circulation of Attorney General Dana Nessel’s Open Meeting Act handbook and urged Commissioners to review it.

B) Cotner also reported that he forwarded previously considered Park Rules and a draft History of Duncan Park to Ottawa County Parks and Recreation Commission’s Curt TerHaar for inclusion with the Trail Map. Both are attached.

C) Cotner circulated Amy Bessinger’s January 2021, financial reports on the Commission’s finances with the agenda and the Commission received those reports. Those reports are attached to these minutes. Gadjos informed the Commission that the City has not incurred any financial costs on behalf of Duncan Park since the last Commission meeting. Cotner expressed the Commission’s appreciation to the City’s crews keeping the Park drive and parking area safe during the winter.

Old Business:

Gadjos informed the Commission that the Paving bids will be released before the March Commission meeting and confirmed the Commission is part of the bid as an alternate.

Commissioner’s Comments

Holland inquired into the deadline for submission of agenda items. After discussion, a consensus developed that Agenda Items be submitted to the President a week in advance of the regular meetings by 5:00 p.m.

Second Public Comment:

City Council Liaison Dennis Scott expressed his view about the need for the Commission to designate trails. City Councilman Mike Dora encouraged the Commission to properly post any trail closure adopted by the Commission.

The next meeting is set for Tuesday March 16, 2020, at 7:00p.m. virtually via Zoom and Facebook Live unless notified otherwise.

Sass moved to adjourn the meeting and Holland seconded. The Commissioners voted 3-0 by roll call vote to adjourn the meeting and the meeting adjourned at 8:26 p.m.

Respectfully submitted,
Aaron van Baal, Secretary

These minutes were approved at the Commission meeting held on May 18, 2021.

Aaron van Baal, Secretary
The virtual meeting was called to order at 7:05 p.m. by President Roger Cotner.

Commissioners:
Present: President Roger Cotner, Georgette Sass, Jennifer Holland and Nancy Nagtzaam
Excused: Secretary Aaron van Baal
Others: City Council Liaison Dennis Scott, City Liaison Derek Gajdos, City Manager Pat McGinnis, Human Resource Manager Zachary van Osdol, and Mike Dora (joined during the meeting).

Those participating in the introductions for live stream introduced themselves and stated their locations to be in Grand Haven, Michigan, except Georgette Sass, participating from Allendale, Michigan, and Jennifer Holland, participating from Granville, Ohio.

Cotner briefly outlined ground rules for the virtual meeting including the need for roll call votes.

Approval of Agenda: Cotner moved to adopt the Draft Agenda which Nagtzaam seconded. Cotner asked that the motion regarding designated public use trails be removed from the agenda and that discussion of Holland’s trail marking proposal be added under New Business, item i. The motion to approve the agenda as amended carried 4-0 by roll call vote.

Public Comment: None

New Business:
A) Consideration of a motion to adopt a budget of $12,000 for Park operations for the fiscal year beginning on July 1, 2021 and ending on June 30, 2022 as outlined in Exhibit B. A copy of Exhibit B is attached. Cotner moved, Sass seconded. After discussion, the motion passed 4-0 on a roll call vote.

B) Consideration of a motion to authorize the City to enter into a contract to pave the Park Drive and parking lot at a cost of $39,520.40, and to authorize the reimbursement to the City for the cost of this paving from the Grand Haven Area Community Foundation’s Duncan Park Fund. Holland made the motion, seconded by Sass. Cotner moved to amend the motion to reduce the cost and reimbursement to be in an amount of $36,297.25 and Holland supported the amendment. The amendment passed 4-0 on a roll call vote. Holland moved to amend the main motion further to set the cost and reimbursement amount at $37,000, with support. The amendment passed 4-0 on a roll call vote. After discussion, the main motion, as amended, passed 4-0 on a roll call vote.

C) Consideration of a motion to approve the use application submitted by Tri-Cities Family YMCA for a Kick Off to Summer Run to be held on Saturday, May 29, 2021, between 8:30 a.m. and 10:00 a.m. for a use fee of $150. Sass moved, seconded by Cotner. After discussion, the motion passed 4-0 on a roll call vote.

D) The Commission then discussed Holland’s Fundraising proposal for 12 minutes, with no action taken.

E) The Commission then discussed Holland’s proposal to create a maintenance schedule and budget for all manmade components in the Park for 12 minutes, with no action taken.

F) The Commission then discussed Sass’ proposal for projects to be undertaken by GHACF’s Anniversary volunteer project on May 18, 2021, for 15 minutes, with no action taken.
G) The Commission then discussed Holland's Commissioner Responsibilities proposal for 29 minutes, with no action taken.

H) The Commission then discussed Holland's trail marking proposal for 13 minutes, with no action taken.

Approval of Minutes:

A) Holland moved, Cotner seconded the adoption of the Commission's February 16, 2021 meeting minutes as circulated by Cotner on March 14, 2021. Motion failed on roll call vote 2-2 (Sass, Holland).

President's Report: None.

Treasurer’s Report: Amy Bessinger’s financial reports as circulated by Cotner on March 11, 2021, were received. Holland inquired into the possibility of water leakage, which Gajdos will investigate and report. Sass inquired about the electric pole at the top of the hill by the parking lot, and Gajdos reported the advantages and disadvantages of leaving the pole there.

Derek Gajdos Report: Gajdos reported that a citizen had requested the Commission to consider placing a port-a-john in the Park and estimated the cost to be $80 a month for an ADA compliant unit. Cotner informed the Commission that there was previously a port-a-john in the Park that vandals set on fire.

Old Business:

A) Sass requested that the Forest Steward Partnership be deferred until May, 2021, and Dr. Locher’s forest seedbank idea be deferred until September 2021. Cotner reported on action related to the kiosk signage. No other action was taken on Old Business items.

Public Comment: Mike Dora requested placement of a Port-a-Potty in the Park. Cotner announced the next scheduled meeting date of Tuesday April 20, 2021, at 7:00 p.m., probably to be held virtually via Zoom and Facebook Live.

Sass moved to adjourn the meeting with support from Cotner. seconded a motion to adjourn the meeting. The motion carried by roll call vote 4-0, and Cotner declared the meeting adjourned at 9:51 p.m.

Respectfully submitted,
Aaron van Baal, Secretary
These minutes were approved at the Commission meeting held on May 18, 2021.

Aaron van Baal, Secretary
Public Comment: None.

Lakeshore Visual Arts Trunk Show application is a roll call vote the motion carried (Sass dissented, Cotner abstained). A copy of the Lakeshore Visual Arts Trunk Show application is attached.

New Business:
A) Consideration of a motion to approve the Use Application submitted by Lakeshore Visual Arts Collective (LVAC) for an artist trunk show in the Park on Sunday, May 16, 2021, or Sunday, May 23, 2021, between 11:30 am and 4:30 pm, upon payment of the use fee in the amount of $400 and submission of proof of insurance. Van Baal moved, Nagtzaam seconded. Cotner informed the Commission that his wife, Marlan Cotner, serves as a volunteer on the LVAC Board of Directors and that she will not be participating in the LVAC Trunk Show event. Cotner did not believe that Marlan Cotner’s service on the LVAC Board was a conflict of interest to the Commission business of approving the LVAC Use Application but that City Manager Pat McGinnis deemed it necessary to disclose this relationship to the Commission to let the Commission decide if Cotner should recuse himself from deliberations and voting. Cotner agreed with City Manager Pat McGinnis for the need for transparency. A roll call vote to recuse Cotner from deliberations and voting passed 3-1 (Van Baal dissented, Cotner abstained). Van Baal, Sass, and Holland discussed concerns and questions regarding the event while Maggie Bandstra and Kathleen O’Brien from LVAC addressed those concerns and questions. City Liaison Gajdos did not offer any comment, City Liaison Dennis Scott briefly stated his comments. After a roll call vote the motion carried 3-1 (Sass dissented, Cotner abstained). A copy of the Lakeshore Visual Arts Trunk Show application is attached.
Cotner announced the next scheduled meeting date of Tuesday May 18, 2021, at 7:00 p.m., probably to be held virtually via Zoom and Facebook Live.

Holland moved to adjourn the meeting with support from Van Baal. The motion carried 5-0 by roll call vote and Cotner declared the meeting adjourned at 5:46 p.m.

Respectfully submitted,
Aaron van Baal, Secretary
These minutes were approved at the Commission meeting held on Tuesday May 18, 2021.

[Signature]
Aaron van Baal, Secretary
The regular meeting of the Grand Haven *Historic Conservation District Commission* was called to order, as an electronic, remote meeting at 5:04 PM on Thursday, April 15, 2021 by Chairperson Liza Dora.

**Roll Call of Members Present:** Chair Liza Dora; Vice-Chair Karen Casey; Secretary Justin Forrest; and Board Members Erik Bye, Robyn Vandenberg and Vacancy.

**Members Absent:** Bonnie Cowles, excused.

**Others present:** Mary Angel, Administrative Liaison; John Martin, Loutit District Library Director; Erin Pilarski, Tri-Cities Museum Advisory Member; Pat McGinnis, City Manager; Mike Dora, Council Member; Bob Monetza, Mayor.

1) **Welcome New Member Robyn Vandenberg**  
   Commission member Robyn Vandenberg was welcomed to the board.

2) **General Business Call to Viewing Audience**  
   At this time, a call to the audience was made to address the HCDC on any item, whether on the agenda or not. No comments were made by the public at this meeting.

3) **Approval of the March 18, 2021 Regular Meeting Minutes**  
   Moved by Vice-Chair Casey, seconded by Commission member Bye, to approve the regular electronic remote meeting minutes of Historic Conservation District Commission of March 18, 2021. This motion carried unanimously.

4) **Approval of a Memo from the HCDC to Jennifer Howland and the Planning Commission concerning a proposed text amendment to the Zoning Ordinance from Architect Denny Dryer to eliminate window dimension requirements in the CB District.**  
   Moved by Secretary Forrest, seconded by Commission member Bye, to approve the memo from the HCDC to be sent to Jennifer Howland and the Planning Commission regarding Denny Dryer’s request to eliminate window dimensions requirements in the CB district.

5) **Planning Commission Site Plan Review**  
   No request for reviews have been received at this time.

6) **Tri-Cities Museum Advisory Member Update**  
   Erin Pilarski reported that the Highland Park exhibit will be wrapping up in June. In May, a new exhibit *Silent Films and Speakeasies: Entertainment in the Roaring Twenties* will open to the public.

7) **Loutit District Library Events Update**  
   John Martin reported that the library will be offering multiple “story walks” this coming season. Look for story walks to be offered at Rosy Mound and Hofma Park.

8) **Depot Update**  
   No update was given at this time.

9) **Follow-up/Setting Date for Historic Tour (HCDC Members) of BLP Diesel Plant and Future Hosting of Community Open House**  
   The board is excited to be given the opportunity to tour the Diesel Plant in preparation of hosting a public open house. Museum advisory member Pilarski and the rest of her team at the museum would also like to join our tour. The walkthrough was scheduled for May 6th, 2021 at 5:30PM. No date has officially been finalized for the open house.
10) Continued Discussion of HCDC Direction
   The commission discussed the need to begin defining our focus for the rest of the year. The following topics were raised: What is important in helping the board operate with the best functionality; clarification, softening or removing some of the language in the ordinance; clarification on our historic district boundaries and understanding how some of this language came about; how much actual power and what roles does the board see itself playing. There was a consensus on the Commission that the goal is to help preserve, advise, and help educate the public with historical context on their homes or landmarks (promotional pieces/brochures).

11) Other Business not on the Agenda
   Nothing else was discussed at this time.

12) Second General Business Call to Viewing Audience
   At this time, a second call to the audience was made to address the HCDC on any item, whether on the agenda or not. No comments were made by the public at this meeting.

13) Adjournment
   Chairperson Dora adjourned the meeting at 6:17 PM.

   Respectfully submitted by,
   Secretary Justin Forrest
A regular administrative committee meeting of the Northwest Ottawa Water System was called to order by Derek Gajdos at 10:30 a.m. Wednesday, February 17, 2021 Via Zoom Meeting Format in observance of Covid 19 mitigation practices and in accordance with Public Act 228. On rollcall, the following members were:

Present: Craig Bessinger (City of Ferrysburg), Pat Staskiewicz (Ottawa County), Gordon Gallagher (Spring Lake Township), and Derek Gajdos (City of Grand Haven), Marv Hinga (Village of Spring Lake), Bill Cargo (Grand Haven Township)
Absent: Christine Burns (Village of Spring Lake)
Also present: Eric Law (City of Grand Haven), Amy Bessinger (City of Grand Haven)

A motion by Gallagher, supported by Bessinger to accept the minutes for the February 17, 2021. The motion was unanimously approved by voice vote.

Manager's Report, November December, January '21 – By Law
Law provided the Managers Report with the following highlights presented.
Pumpage for the quarter resembled historical averages. YTD pumpage remains well above the previous year pumpage by 164 million gallons, at a 112% comp to LY. The breakout of pumpage allocation indicates a slight reduction to the COGH and a slight increase to GHCT. The slight reduction for COGH was theorized as being attributed to the voluntary watering restriction participation by residence and the DPW combined with the City’s large area of public space. In addition, it is believed that consumption from local business is down because of the pandemic. The slight increase for GHCT is assumed development driven. Power and Chemical usage/costs were in-line with pumpage numbers. With the year at 59% complete, revenue generated YTD is tracking at 75% and expenditures are at 44%. An amendment to increase the line item for professional services at the pumping station will be increased to account for services that were necessary however not planned for. System wide disinfection byproduct (DBP) sampling was completed and all communities remain in compliance. Total Organic Carbon (TOC) comparison to previous years have been significantly lower and is attributed to better than average seasonal source water.

Project report:
Master Meter Verification - FM1 diagnostic evaluation was completed by a second contractor and matched those of Oudbier instrumentation. UIS technician suggested using a span factor which was standardized using raw meter #1. Law discussed the need to use unconventional calibrating span techniques while evaluating next steps toward a final resolution. Clear well draw down tests data on the performance of RM1 provided a convincing argument to use RM1 in this manner and at the time the only meter, to standardize the new span factor for FM1. Bi-annual meter verifications are scheduled and this time a new technology will be used to
compare actual flows against a standardized ultrasonic unit. A Flexim clamp-on ultrasonic meter system will be installed and allowed to run a side by side comparison to the ABB meter.

Reliability Study – On schedule

Process Pipe Painting at Low Service – By Law
Contract has been awarded to Quality Maintenance Contractors with a price not to exceed of $24,932.00 and a completion date of April 9th 2021.

Risk and Resiliency Assessment – By Law
Due June 30th and budgeted for up to $30K. Law proposed that engineering service for this project be narrowed to the two engineering firms that are most familiar with the NOWS WTP. A motion to invite and accept bids from Fishbeck and Prien & Newhoff to complete engineering services for RRA by Gallagher supported by Cargo. The motion unanimously approved by voice vote.

Intake Maintenance – By Law
Bid process for the 2021 and 2022 seasons will be completed well ahead of the seasonal start date in May. 10 drags with one additional emergency drag is estimated to be $34K annually for a two season contract. The shortage of marine contractors to participate in the RFP process has been a historical challenge.

Consumer Confidence Report (CCR) - By Law
The 2020 CCR is being developed and will be available to the communities before the April 1st deadline.

Agenda Item 1: Draft Budget Review – By Law
Budget projection for revenue FY 2021/22 are $2.3 million and expenditures with depreciation are projected at $2.6 million. Gajdos added that the only significant changes to the budget are in the payroll line items. VanderStel’s retirement and the need to add personnel will not change the number of FTE’s but will change these lines. Law described the on-boarding challenges and timeline and compared that to the forecasting of coming retirements and potential positional changes within the current staff. The immediate plan is to address the maintenance operator as a priority as this is estimated to be the longest of the on-boarding scenarios prior to Scott Rowley’s retirement in the fall of 2022. Staskiewicz expressed a concern that leaving a second supervisor position open leaves the plant vulnerable should something happen with Law. Derek acknowledged and stated there was a plan. A motion by Gallagher supported by Hinga to approve the 2021/22 draft budget. The motion unanimously approved by voice vote.

Agenda Item 2: Bond Refunding - By Staskiewicz
Potential interest cost are down to almost 1%. Net present savings is estimated to be $402K. The schedule will start with approvals from local units in March. Ratings will be in April. The competitive sale will happen in May and the closing will be in June. The annual savings is projected at $40K. No formal action is required by this committee.
Agenda Item 3: Cyber Security – By Law
A description of the events that took place in the cyberattack on the Florida WTP was covered by Law. Law compared those events to the securities the NOWS plant currently has in place as well as the additional securities that will be added through the guidance from the professional contractor Ferox consultants and assessed the threat to be very minimal to zero. A complete site evaluation will be completed in March and any actionable items on this report will be addressed.

Agenda Item 4: New Sampling Schedule PFAS – By Law
PFAS sampling will be done quarterly and evaluated on a running annual average (RAA). Results will be posted on the City website for customers to access.

Other:
No other items.

Adjournment
11:24 a.m. – Submitted by Eric Law
To: City Council  
From: P. McGinnis, City Manager  
Date: June 2, 2021  
RE: Downtown Infill

Mislabeled priorities in a 2021 Beyond the Pier planning study draft created apprehension about infill intentions in the downtown. Since 2005, when the City received the Johnson Hill Study and began implementing many of the ideas presented there, we have worked under an assumption that new investment in the downtown district is a goal, but we have not spent much time defining exactly what that “new investment” entails.

Development inquiries are met with a consistent and well-communicated message: administration will bring projects forward that are permitted uses, do not eliminate existing parking capacity and provide enough parking for the proposed use. Very few development entities are able to meet this standard, so very few proposed infill opportunities are brought forward.

Since 2003, the City has not sold a single parking space to anyone. In fact, you have purchased three private properties and converted that space to public parking. City parking lots are not for sale.

In 2005, the City amended the Downtown Development TIF Plan and set the stage for two massive bond issues - $3 million in 2006 and $6 million in 2008. The 2009 recession caused the first property value decline in Michigan history, and the investment intentions of the early 2000’s did not happen. Now we are seeing some investment downtown, and the Brownfield Redevelopment Authority
and City Council have overlaid the Downtown TIF with a brownfield TIF in three instances (128 Columbus, Peerless Flats and the Tribune Lofts). It remains essential to the future financial health of this City to allow private investment in new square footage in the downtown area. There is very high demand and there is ample space.

No City property can be sold without a 4/5 vote by City Council – three votes cannot sell property.

Nothing happens without a full public discussion and process that is well publicized and discussed at great length. Proposals are presented and reviewed at several levels, and there is ample public exposure of every new initiative. Think about the Tribune and Peerless projects, or the Franklin Flats project (Girl Scout House). These happen with ample public notice, discussion, revision, and action by the Planning Commission, Main Street Downtown Development Authority, Brownfield Redevelopment Authority and, ultimately, City Council.

I will ask the MSDDA and BRA to discuss their intentions, ideas and direction as it pertains to downtown infill and City-owned parking lots. We will continue to focus staff efforts on facilitating private property infill. There will still be proposals, and we will still bring them forward to the City Council if they meet the basis standards (consistent with plan, no negative impact on parking count), but we are doing nothing to market or promote infill development on City owned parking lots.
To: City Council  
From: P. McGinnis, City Manager  
Date: June 2, 2021  
RE: Mini Grants

The Community Foundation is offering mini grants to all seven local municipalities this year in recognition of their 50th anniversary. $7,142 will be made available to each municipality. I provided a copy of the attached announcement in late March to stir up some ideas and have received considerable feedback on what projects might be winners for Grand Haven, including:

1. Bike repair stations  
2. Kayak launch  
3. Water fountains  
4. Improvements at Dog park (doggie drinking station)  
5. Art on utility boxes  
6. Fireplace downtown  
7. Fireplace Bolt Park  
8. Mural(s)  
9. Signs & Trail markers Mulligan’s Hollow  
10. Bike racks

I will send around a ranking list for City Council to prioritize and then present a slate of three top project ideas for your June 21 or July 6 meeting.
March 19, 2021
Community Foundation Mini Grants

As part of our 50th anniversary, we are planning a new twist on the Facebook mini-grants that we’ve awarded in the past. This year we are thrilled to share that we will give a total of $50,000 in grants distributed evenly to each of the seven areas that make up Northwest Ottawa County (City of Ferrysburg, City of GH, GH Township, Village of SL, SL Township, Crockery Township & Robinson Township) – with a specific focus on Economic and Community Betterment.

To ensure that every community is a “winner” regardless of which project is selected, we need your help. We ask that each of you submit 2-3 projects you would like to implement for your community. Each project must meet these parameters:

• The project must be something physical and easily identifiable and recognized. Examples include playground or park upgrades of specific equipment or features, firepit, volleyball or other sports courts, outdoor artwork, etc.
• It must be located outdoors in a place that is completely accessible to the general public, e.g., park, trail, etc.
• The grant amount — $7,142 per geography — needs to be enough to complete the project, i.e., the grant cannot go towards a larger capital campaign.

The projects descriptions should be brief (200-300 words). We are happy to help draft the final copy, if needed, and can help create graphics if you are unable to do so. Final submissions are due Friday, July 30.

The Facebook mini-grants are structured as follows:

• We will post a photo or graphic that represents each project along with a description on our Facebook page.
• The public then “likes” the project they think should receive the grant.
• The project with the most “likes” wins and will need to be implemented by each municipality.

The campaign will begin after Labor Day, with one week allotted for each community. You will be encouraged to share the posts once they are live and to invite residents to “like” the project they want to become a reality. The project in each community with the most votes will be awarded!

In an effort to facilitate answering any questions that you might have about the mini-grants, we’d like to schedule a time to discuss the details of this opportunity via Zoom. Please enter your availability using this Doodle poll: https://doodle.com/poll/3fccumbkkbp7i6n8?utm_source=poll&utm_medium=link

Thank you,
Hadley

Hadley Streng | President
Grand Haven Area Community Foundation