1. MEETING CALLED TO ORDER

2. ROLL CALL

3. INVOCATION
   A. Derek Noorman, Second Reformed Church

4. PLEDGE OF ALLEGIANCE

5. REAPPOINTMENTS TO BOARDS & COMMISSIONS

6. NEW APPOINTMENTS TO BOARDS & COMMISSIONS  
   ATTACHMENT A
   A. John Morgan to MSDDA with term ending 6/30/2027

7. APPROVAL OF CONSENT AND REGULAR AGENDAS

8. CALL TO AUDIENCE – ONE OF TWO OPPORTUNITIES
   At this time, members of the audience may address Council on any item, whether on the 
   agenda or not. Those addressing Council are asked to provide their name and address and 
   will be limited to three minutes of speaking time. Council will hear all comments for future 
   consideration but will not have a response at this time. Those not physically present who 
   would like to call in may dial 616-935-3203. If it continues ringing, please remain on the line 
   until your turn. We will take all callers tonight.

9. CONSENT AGENDA  
   ATTACHMENT B

   B. Approve the bills memo in the amount of $879,346.23.

   C. Approve a special event request to hold the Better Bags Corn Hole Tournament on 
      Wednesday, August 2, 2023, from 4:45 pm until 9:00 pm and waive the sound ordinance.
D. Approve a special event request to hold Chowdown Centertown on 7th Street from Washington to Elliott and in the City parking lot off 7th Street on Saturday, October 14, 2023, from 11:00 am until 5:00 pm, allowing alcohol to be sold and served during event hours, and waive the sound ordinance.

E. Approve a special event request to hold the Emmanuel Free Church Worship Service at Lynne Sherwood Waterfront Stadium on Sunday, August 20, 2023, from 9:00 am until 10:00 am, waiver of the sound ordinance and apply up to a $250 discount to the rental fee as outlined in the City of Grand Haven's special event policy.

F. Approve a special event request to hold Hispanic Heritage Fiesta at Lynne Sherwood Waterfront Stadium and marina green space on Saturday, September 16, 2023, from 11:30 am until 10:30 pm, allowing alcohol to be sold and served during event hours, use of marina and Chinook Pier parking spaces, waiver of the sound ordinance and apply up to a $500 discount to the rental fee as outlined in the City of Grand Haven's special event policy.

G. Approve a special event request to hold the Walk and Roll to Cure FSHD on Saturday, September 24, 2023, from 2:00 pm until 4:00 pm.

H. Accept the low bid from Plummer's Environmental Services, Inc. of Byron Center, Michigan in the not-to-exceed amount of $192,548 for the Distribution System and Service Material Investigation Project and authorize the Mayor and the City Clerk to execute the necessary documents.

I. Approve the low bid and Contractor Services Agreement with Giant Maintenance & Restoration, of Mundelein, IL in the amount of $14,572.80 for the City's 2023 Fire Hydrant Painting Project and authorize the Mayor and the City Clerk to execute the necessary documents.

J. Approve the purchase of two Public Safety administrative vehicles, one Chevrolet Blazer and one Chevrolet Malibu in the not to exceed price of $57,516 from Berger Chevrolet of Grand Rapids, MI.

K. Approve the application of a mini-grant to the Michigan Arts and Culture Council, in the not to exceed $4,000 for a mural to be created at Central Park Place and authorize the Mayor and the City Clerk to execute the necessary documents.

10. NEW BUSINESS
A. Consideration by City Council of a resolution to approve Task Order 004 with HDR, in the amount of $68,000, for communication, website design and engagement support for the Renew Harbor Island project and authorize the Mayor and the City Clerk to execute the necessary documents.

Administration recommends approval.
B. Consideration by City Council of a resolution to release a request for proposals for the purchase and development of city-owned property located at 18 N 5th Street.

Administration recommends approval.

C. Consideration by City Council of a resolution to execute a lease extension with Snug Harbor Company, 311 S. Harbor Drive, extending October 1, 2023, through September 30, 2033, and authorize the Mayor and the City Clerk to execute the necessary documents.

Administration recommends approval.

D. Consideration by City Council of a resolution to approve the ballot wording submitted to the City Clerk’s Office by the Board of Light and Power Charter Change Coalition for the November 7, 2023, election.

11. CORRESPONDENCE & BOARD MEETING MINUTES ATTACHMENT D
   A. South Pier Entrance Light Rehabilitation Project Progress Updates
   B. WGHN Settlement Agreement

12. REPORT BY CITY COUNCIL

13. CITY MANAGER’S REPORT

14. CALL TO AUDIENCE–SECOND OPPORTUNITY
   At this time, members of the audience may address Council on any item, whether on the agenda or not. Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time. Those not physically present who would like to call in may dial 616-935-3203. If it continues ringing, please remain on the line until your turn. We will take all callers tonight.

15. CLOSED SESSION
   A. Consideration by City Council to go into closed session to consider a periodic personnel evaluation pursuant to Section 8(1)(a) of the Open Meetings Act.
   B. Consideration by City Council to come out of closed session.

16. ADJOURNMENT
Attachment

A
Mary Angel

**Subject:** FW: Council Agenda Item- John Morgan Appointment

The following application came through the Application to Serve form at GrandHaven.org.

---

First Name **John**

Last Name **Morgan**

Home Address [Redacted]

City **Grand Haven**

State **MI**

Zip / Post Code **49417**

Primary Phone [Redacted]

Alternate Phone [Redacted]

Email [Redacted]

Application Choice(s) for Citizen Board/Commission, **Main Street DDA**

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 **Bachelor's Degree in English**

Place of Employment **J. Morgan Ltd. Fine Jewelers**

Type of Work Performed **Executive**

Sales

Design

Please List Other Relevant Experience **36 years in business downtown GH**

**3 successful businesses simultaneously**

**Widely read in politics & history**
Attachment B
The Regular Meeting of the Grand Haven City Council was called to order at 7:30 p.m. by Mayor Catherine M. McNally in the Council Chambers of City Hall, 519 Washington Ave.

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

Absent:

Others Present: City Manager Ashley Latsch, City Clerk Maria Boersma, Assistant City Manager Tim Price, and Streets & Utilities Manager Matt Wade.

INVOCATION/PLEDGE OF ALLEGIANCE

Pastor Don McGee, Grand Haven Community Baptist

APPOINTMENTS/REAPPOINTMENTS TO BOARDS & COMMISSIONS

Council Member Fritz moved, seconded by Mayor Pro-tem Cummins to reappoint and appoint the following individuals:

Reappointments:
Tamera Owens to Planning Commission with a term ending 6/30/2026
Burton Brooks to Loutit District Library with a term ending 6/30/2023

Appointments:
Jessica Robinson to Human Relations Commission with a term ending 6/30/2025
Andrew Villanueva to Human Relations Commission with a term ending 6/30/2024
Emmett Brown to Human Relations Commission with a term ending 6/30/2026
John Morgan to MSDDA with the term ending 6/30/2027

23-165 Council Member Lowe moved, seconded by Council Member McLaughlin to remove John Morgan from the list of motioned appointments.

Roll Call Vote
Ayes: Lowe, McLaughlin, Cummins.
Nays: Fritz, McNally.
This motion carried.

23-166 Council Member Fritz moved, seconded by Mayor Pro-tem Cummins to reappoint and appoint the list of individuals as amended with the removal of John Morgan from the list.
Roll Call Vote:
This motion carried unanimously.

Council Member Fritz moved, seconded by Mayor Pro-tem Cummins to appoint John Morgan to the MSDDA with a term ending 6/30/2027.

23-167 Mayor Pro-tem Cummins moved, seconded by Council Member Lowe to postpone the motion to appoint John Morgan.

Roll Call Vote:
Ayes: Cummins, Lowe, McLaughlin.
Nays: Fritz, McNally
This motion carried.

PRESENTATION

Jean Madden, Sustainability and Energy Commission Member and Forest Management Sub-Committee member, presented on how the Forest Management Sub-Committee is working to implement the Forest Management Plan that was passed earlier this year. With the creation of the fund at the Grand Haven Area Community Foundation, the hope is to fundraise to implement the forest management plan and educate the community on the 200 acres of forest that include Duncan Woods, Lake Forest Cemetery, and Mulligans Hollow.

APPROVAL OF CONSENT AND REGULAR AGENDAS

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

23-168 Council Member Lowe moved, seconded by Council Member Fritz to amend the agenda to add a settlement agreement between the City of Grand Haven and WGHN Inc. to New Business.

Roll Call Vote:
This motion carried unanimously.

23-169 Council Member Fritz moved, seconded by Council Member McLaughlin to approve the agendas as amended.

Roll Call Vote:
This motion carried unanimously.

FIRST CALL TO AUDIENCE
Jeff Miller, 1120 S Harbor Dr: Commented on BLPCCC petition, and the BLP environmental surcharge.

Payton Brill, Grand Haven Resident: Commented on Special Needs Day at the Coast Guard Festival.

Roger VanderMolen: Commented on parking on the 300 block of First street.

Jim Hagen, 400 Lake: Commented on Harbor Island.

Josh Bruegger, 626 Slayton: Commented on consent agenda item for the Salvation Army.

CONSENT AGENDA

23-170 Approval of Special Work Session and Regular Council Meeting Minutes of June 20, 2023.

23-171 Approve the bills memo in the amount of $634,935.63. Attachment A

23-172 Approve a resolution in support of the Salvation Army’s 2023 MSHDA grant application. Attachment B

23-173 Approve the purchase of one Police K9 Chevrolet Tahoe with funds raised by the Department of Public Safety in the not to exceed price of $40,725 from Berger Chevrolet of Grand Rapids, MI.

23-174 Approve the purchase of a seven (7) foot mid-mount wing plow in the not to exceed price of $23,228 from Truck & trailer Specialties of Dutton, MI.

23-175 Approve the purchase of the replacement of three mowers in the not to exceed price of $39,837 from Wolf Kubota of Byron Center, MI

23-176 Approve a resolution recognizing BErista as a nonprofit organization operating in the City of Grand Haven for the purpose of obtaining a charitable gaming license from the State of Michigan.

Council Member Fritz moved, seconded by Council Member McLaughlin to approve the Consent Agenda.

Roll Call Vote:
This motion carried unanimously.

PUBLIC HEARING
The Mayor opened a public hearing regarding the vacation of an unnamed street though the west side of 6 Sherman (parcel #70-03-20-299-005) as part of the sale to Grand Haven Area Community Foundation.

Jim Hagen, 400 Lake: Expressed concerns about the building encroaching on the neighboring parcel.

The Mayor closed the Public Hearing.

23-177 Council Member Fritz moved, seconded by Mayor Pro-tem Cummins to approve a resolution to vacate an unnamed street through the west side of 6 Sherman (parcel #70-03-20-299-005) as part of the sale to Grand Haven Area Community Foundation. Attachment C

Roll Call Vote:
This motion carried unanimously.

NEW BUSINESS

23-178 Council Member Fritz moved, seconded by Mayor Pro-tem Cummins to approve a resolution to approve a Settlement Agreement between the City of Grand Haven and WGHN Inc.

Roll Call Vote:
This motion carried unanimously.

REPORT BY CITY COUNCIL

Council Member Fritz commented on how great the Rotary D’Vine and the Party in the Park events were. Council Member Fritz thanked State Senator Roger Victory and State Representative Greg VanWoerkom for their work on appropriating 2.5 million dollars for Harbor Island in the State Budget.

Council Member McLaughlin apologized for not standing-up more for the event at the Coast Guard Festival Carnival set aside for people with special needs. Council Member McLaughlin commented on how wonderful the 4th of July fireworks show was.

Council Member Lowe thanked State Senator Roger Victory and State Representative Greg VanWoerkom for their work on appropriating 2.5 million dollars for Harbor Island in the State Budget. Council Member Lowe gave an update on the Sustainability and Energy Commission Steering Committee meetings.

Mayor Pro-tem Cummins thanked State Senator Roger Victory and State Representative Greg VanWoerkom for their work on appropriating 2.5 million dollars for Harbor Island in the State
Budget. Mayor Pro-tem Cummins thanked staff and volunteers for the 4th of July fireworks show.

CITY MANAGER REPORT

City Manager Latsch thanked the Department of Public Safety, the Department of Public Works, and the Musical Fountain operators for their work on the 4th of July firework show.

CALL TO AUDIENCE SECOND OPPORTUNITY

**Jeff Miller, 1120 S Harbor Dr:** Commented on WGHN settlement.

**Jim Hagen, 400 Lake:** Commented on John Morgan appointment.

ADJOURNMENT

After hearing no further business, Mayor McNally adjourned the meeting at 8:53 p.m.

______________________________  ______________________________
Catherine M. McNally, Mayor       Maria Boersma, City Clerk
## Attachment A

To: Ashley Latsch, City Manager  
From: Emily Greene, Finance Director  
CM Date: 07.03.23  
RE: Bills From Payables Warrant

<table>
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<tr>
<th>FUND NUMBER</th>
<th>FUND NAME</th>
<th>WARRANT 06.21.23</th>
<th>WARRANT 06.28.23</th>
<th>ACH WARRANT 08.28.23</th>
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Tonight, City Council will be approving, subject to audit, bills for this period, totaling as follows:

- Total Approved Bills: $634,933.63
- Minus eligible bills for release without prior approval: $2,408.31
- Total Approved Bills: $632,527.32
- Retirement, Insurance, Health Benefits, and Tax Collection: $28,708.81

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<td>$634,935.63</td>
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</table>
Council Member Fritz moved, seconded by Council Member McLaughlin to adopt the following resolution:

WHEREAS, the City of Grand Haven has identified housing affordability and attainability as a significant challenge facing residents; and

WHEREAS, the City of Grand Haven values the importance of keeping families together in the event of a housing crisis; and

WHEREAS, the United Way of Ottawa and Allegan County has identified that 31% of the County’s population as Asset Limited Income Constrained (ALICE); struggling to make ends meet; and

WHEREAS, for over 100 years, the Salvation Army, a valuable nonprofit organization in Grand Haven, has been helping meet the needs of families by providing emergency and transitional housing within the community; and

WHEREAS, the Salvation Army of Grand Haven is seeking outside funding to assist in the construction of much needed ADA accessible, emergency housing for families in crisis that will support the mission to keep families together and prevent educational disruptions for school-aged children; and

NOW THEREFORE BE IT RESOLVED, the City of Grand Haven fully supports the Salvation Army of Grand Haven’s funding request to the Michigan State Housing Authority (MSHDA), in the amount of $1.5 million to further support and meet the housing needs of the Grand Haven Area.

Yeas: Council member: Fritz, McLaughlin, Lowe, Cummins, McNally.

Nays: Council member: None.

Abstain: Council member: None.

Absent: Council member: None.
RESOLUTION DECLARED ADOPTED.

Maria Boersma  
City Clerk  
City of Grand Haven

I, Maria Boersma, the duly qualified and acting Clerk of the City of Grand Haven, Ottawa County, Michigan (the “City”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on July 3, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 3rd day of July, 2023.

Maria Boersma  
City Clerk  
City of Grand Haven
Attachment C

CITY COUNCIL
CITY OF GRAND HAVEN
Ottawa County, Michigan

Council Member Fritz moved, seconded by Council Member Cummins to adopt the following resolution:

RESOLUTION 2023-177

A RESOLUTION TO VACATE AN UNNAMED STREET LOCATED ON THE WEST SIDE OF 6 SHERMAN ON PARCEL #70-03-20-399-005, AS PART OF THE SALE OF 6 SHERMAN STREET TO THE GRAND HAVEN AREA COMMUNITY FOUNDATION AT 6 SHERMAN STREET

WHEREAS, the City of the Grand Haven initiated the petition to vacate an unnamed right-of-way located at 6 Sherman St. on parcel #70-30-20-399-005 as part of the sale to the Grand Haven Area Community Foundation, and

WHEREAS, Chapter 32 of the City of Grand Haven Code of Ordinances sets forth the process for considering and approving or denying requests to vacate streets in the City of Grand Haven, and

WHEREAS, on May 15, 2023, the City Council passed a resolution of intent to vacate the unnamed right-of-way located near the west side of 6 Sherman St. on parcel #70-03-20-399-005, and

WHEREAS, on June 13, 2023, the Grand Haven Planning Commission held a public hearing, with proper notice, as required by ordinance, and has recommended that the above described lands be vacated, and

WHEREAS, on July 3, 2023, the City Council held a public hearing to consider the proposed vacation, and after hearing no objections, passed a resolution to vacate the above described lands, and

NOW, THEREFORE, BE IT RESOLVED, that the following described lands are herein vacated and abandoned:

DESCRIPTION OF RIGHT-OF-WAY TO BE VACATED
The unnamed roadway lying between Blocks 4 and 5 of Campus Addition to the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1, Page 7, Ottawa County records, EXCEPT the North 26 feet thereof and also the South 33 feet thereof.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be recorded within thirty (30) days of the date hereof with the Ottawa County Register of Deeds' office and a certified copy hereof be forwarded by certified mail, return receipt requested, to the Treasurer of the State of Michigan;
BE IT FURTHER RESOLVED that title to said vacated right-of-way shall vest to the property, known as 6 Sherman St., parcel #70-03-20-399-005), which has a current legal description of LOTS 3 THRU 6 BLK 5 & UNNAMED R/W BETWEEN BLKS 4 & 5, EXC N 26 FT THEREOF & EXC S 33 FT THEREOF, CAMPAUS ADD as provided by applicable law and in accordance with the ordinance governing the matter of vacating streets.

Nays: Council member: None.
Abstain: Council member: None.
Absent: Council member: None.

RESOLUTION DECLARED ADOPTED.

Maria Boersma
City Clerk
City of Grand Haven

STATE OF MICHIGAN )
COUNTY OF OTTAWA )

I, Maria Boersma, the duly qualified and acting Clerk of the City of Grand Haven, Ottawa County, Michigan (the “City”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on July 3, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 3rd day of July, 2023.

Maria Boersma
City Clerk
City of Grand Haven
To: Ashley Latsch, City Manager  
From: Emily Greene, Finance Director  
CM Date: 07.17.23  
RE: Bills From Payables Warrant

### Bills From Payables Warrant

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<tr>
<th>FUND NUMBER</th>
<th>FUND NAME</th>
<th>WARRANT 07.05.23</th>
<th>WARRANT 07.12.23</th>
<th>ACH WARRANT 07.12.23</th>
<th>CREDIT CARD WARRANT 07.11.23</th>
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</table>

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

- Total Approved Bills: $879,346.23
- Minus eligible bills for release without prior approval: including Utility, Retirement, Insurance, Health Benefit, and Tax Collection Funds: $3,752.21
- Total after adjustments: $875,594.02
MEMORANDUM

TO: Ashley Latsch, City Manager

CC: Derek Gajdos, Director of Public Works

FROM: Dana Kollewehr, Special Events and Project Manager

DATE: July 6, 2023

SUBJECT: Better Bags Corn Hole Tournament Fundraiser

A special event application has been submitted by Nathan Patterson on behalf of Better Bags, a local non-profit fundraising organization, for a fundraising tournament on Wednesday, August 2, 2023. The event is slated to occur from 4:45 pm until 9 pm on Washington Avenue within the closed area from Harbor Drive to the entrance to the Harborfront parking lot.

Better Bags is a non-profit that organizes corn hole tournaments in West Michigan to raise money and awareness for non-profit organizations through fun, competitive events. This tournament will raise funds for the Coast Guard Festival in conjunction with the Festival. The event was included in the Festival’s requested events to the City Council. The tournament will consist of placing corn hole boards on Washington for competitive play. A DJ will also be present and play music for participants. All items will be easily moveable, similar to the current games on Washington.

The previous MSDDA Director was initially coordinating the event. The social area will remain open; however, some existing activities will be repositioned to accommodate the gameplay during event hours.

Event Time: 4:45 pm until 9:00 pm
Set-Up Time: 3:30 pm
Tear Down Time: 9:00 pm

Public Services Requested
Use of Washington Avenue
Sound ordinance waiver
Electricity
CITY OF GRAND HAVEN  
2023 SPECIAL EVENT APPLICATION

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

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

EVENT SUMMARY

EVENT NAME: Better Bags Corn Hole Tournament Fundraiser
EVENT DATE(S): Wednesday, August 2, 2023
START TIME: 4:45 PM
END TIME: 9:00 PM
SET UP TIME: 3:30 PM
TEAR DOWN TIME: 9:00 PM
EVENT LOCATION(S): Washington Avenue (1st Block)

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

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

EVENT WEBSITE (optional): https://betterbags.org/product/coast-guard-cornhole-tournament/

Would you like your event listed on the City’s website/social media free of charge?  
[ ] No  [ ] Yes

APPLICANT INFORMATION

ORGANIZATION NAME: Better Bags
ORGANIZATION ADDRESS: 621 Lafayette Grand Haven, MI 49417
RESPONSIBLE PARTY NAME: Nathan Patterson
RESPONSIBLE PARTY ADDRESS: 621 Lafayette Grand Haven, MI 49417
APPLICANT PHONE: 616-502-3236
EMAIL: nathan@capstonecompanies.net
EVENT DAY CONTACT (NAME/PHONE): 616-502-3236

Representative must be on site and available during entire event.

EVENT DETAILS & LOGISTICS

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

Provide a detailed description of your event. Use additional sheet if necessary. Better Bags is a non-profit group that organizes cornhole tournaments in West Michigan with the mission of raising money and awareness for non-profit organizations in West Michigan with events that focus on fun competition. This particular tournament will raise funds for the Coast Guard Festival. The tournament will include placing corn hole boards on Washington for competitive play between 5pm and 9pm on Wednesday during the Festival. This will be held in conjunction with the Festival and part of the Festival calendar. The event was organized with the previous MGRDA Director and the social area will continue to be open; however, some existing activities will be repositioned to accommodate the game play during event hours.
EVENT DETAILS & LOGISTICS CONTINUED

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

- [ ] Alcohol
- [x] Amplified Sound
- [x] Banners
- [x] Camping
- [ ] Dumpsters
- [ ] Entertainment
- [ ] Fencing
- [ ] Fireworks
- [ ] Parks
- [ ] Parade/Race/Run
- [ ] Portable Stage
- [ ] Sanitation (grey water/grease)
- [ ] Street Closures
- [ ] Tents
- [ ] Ticketing
- [ ] Utilities/Electric/Water
- [ ] Waterways

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

Will there be entertainment? [ ] No [x] Yes

If yes, check all that apply [x] DJ  [ ] Live Acoustic  [ ] Live Amplified  [ ] Other

This event is (please select one) [x] Open to the public  [ ] Private  [ ] Invitation Only

PUBLIC SAFETY

Will there be food trucks/food concessions? [x] No [ ] Yes*

Contact the Health Department for requirements and to schedule inspections.

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

Will there be food cooked on-site? [x] No [ ] Yes

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

Will there be pyrotechnics? [x] No [ ] Yes

Will you provide your own security? [x] No [ ] Yes

Will there be assembly tents erected at the event? [x] No [ ] Yes

If yes, how many? ________  Total Size ________

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

ALCOHOL SERVICE

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

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

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

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

---------------------------------------------------------------

Contact Name: -----------------------------------  Phone Number: -------------------
### STREET & PARKING LOT CLOSURES

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

<table>
<thead>
<tr>
<th>STREET/PARKING LOT TO BE CLOSED</th>
<th>FROM WHICH INTERSECTION/LOCATION</th>
<th>TO WHICH INTERSECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example - Harbor Drive</td>
<td>Columbus</td>
<td>Franklin</td>
</tr>
<tr>
<td>Existing street closure on Washington</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

### LIABILITY INSURANCE

Liability insurance naming the City of Grand Haven as additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read: The City of Grand Haven, as additional insured in the amount of $1,000,000 per occurrence 519 Washington Avenue Grand Haven, MI 49417.
An acceptable certificate of insurance must be submitted no later than 10 days before the event date.

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

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

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

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

Signature: ________________________________
Date: 7/5/23

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

- Resident/Non-Profit Application Fee, $100
- Non-Resident/Profit Application Fee, $150
- Park Permit Application, $35
- Tent Permit Application, $125
- Electric, $75-$200
- Water, $100
- Banner Placement on Designated poles, $100-$500
- Trash Box/Liners, $13 each
- Barricades, $3-$5 each ($#/location of barricades determined by Public Safety)
- Sound System (if available), $75

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

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

Special Event Application Checklist- Before submitting your application did you remember to:
- Attach a map/diagram of your event layout?
- Attach all applicable permits/waivers?
- Include payment for application fee(s)?
A special event application has been submitted for the annual Chowdown Centertown event on 7th Street from Washington to Elliott and in the parking lot between The Paint Store and Lake Michigan Auto Parts on Saturday, October 14, 2023.

The annual event is a public street fair with a food truck rally and maker vendors spread down 7th Street. Vendors are set up so they are not located directly in front of the storefront entrances. Makers and food trucks are also spread out to encourage people to move throughout the three-block area.

Food trucks must be adequately inspected and permitted by the Fire Marshal and all fire separation requirements will be followed for the food trucks and vendor 10'X10' tents. The applicant is requesting through roads be closed, as pedestrian safety was a concern in 2022, but will look to Public Safety for their direction on this subject.

Additionally, the applicant requests the City Parking lot off of 7th Street between Lake Michigan Auto Parts and The Paint Store for live music and a beer garden area. Erin Lyon, with Kenzie’s Be Café, will manage this area. Any power needs for this area would come from external power sources (nearby businesses and/or generators). While the map does not depict trash containers, the event will be responsible for providing them. See the site map for additional information. Entrances and exits have not been identified on the map but will be set up according to the Fire Marshal direction.

Event Set Up Time: 7:00 am – 11:00 am  
Event Time: 11:00 am – 5:00 pm  
Event Clean-Up Time: 5:00 pm – 6:00 pm

Public Services Requested
- Closure of 7th Street and City Parking Lot
- Selling and serving alcohol
CITY OF GRAND HAVEN
2023 RECURRING SPECIAL EVENT APPLICATION

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

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

EVENT SUMMARY

EVENT NAME: Chowdown Centertown  
EVENT DATE(S): October 14th, 2023  
START TIME: 11:00am  
END TIME: 5:00pm  
SET UP TIME: 7:00am  
TEAR DOWN TIME: 6:00pm  
EVENT LOCATION(S): Centertown Area, 7th Street from Washington to Elliott

Is this a recurring event in the City of Grand Haven? ☑ Yes  
EVENT WEBSITE (optional): ________________________________

Would you like your event listed on the City's website/social media, free of charge? ☑ Yes  

APPLICANT INFORMATION

ORGANIZATION NAME: Grand Haven Main Street  
ORGANIZATION ADDRESS: 519 Washington Ave  
RESPONSIBLE PARTY NAME: Jeremy Swiftney  
RESPONSIBLE PARTY ADDRESS: 519 Washington Ave  
APPLICANT PHONE: 616-405-0159  
EMAIL: jerswiftney@gmail.com  
EVENT DAY CONTACT (NAME/PHONE): Jeremy Swiftney  
Representative must be on site and available during entire event.

EVENT DETAILS & LOGISTICS

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

Provide a description of your event and outline any changes from previous years. Open to the public street fair style food truck rally with Merchants and Makers vendors spread down 7th Street in the Centertown area. The event will take place on 7th street from the Washington intersection to the Elliott intersection. We will leave breaks for each business so vendors are not located directly in front of their entries and storefronts. We will also spread makers and food trucks to encourage people flow through the three block area to see all shops in the area. Food trucks will all obtain proper certification from Grand Haven or partnering community in advance and pass inspection day of event by Fire Marshall. Please see map for more detailed spacing. All fire codes for separation of food and tents will be followed. This year we are requesting through roads be closed; as pedestrian safety was a concern in 2022; but would look to Public Safety for their recommendation. We are also requesting use of the...
EVENT DETAILS & LOGISTICS CONTINUED

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

- ✓ Alcohol
- ✓ Amplified Sound (between 9pm-7am)
- ✓ Banners
- ✓ Cooking onsite
- ✓ Dumpsters
- ✓ Entertainment
- ✓ Street Closures
- ✓ Tents
- ✓ Use of electricity, water or other utility.

LIABILITY INSURANCE

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

REQUIREMENTS OF THE SPECIAL EVENT

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

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

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

Jeremy Swiftney
Digitally signed by Jeremy Swiftney
Date: 2023.06.07 13:41:29 -04'00'

Signature Date

SPECIAL EVENT FEES

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

- ✓ Resident/Non-Profit Application Fee, $100
- ✓ Non-Resident/Profit Application Fee, $150
- ✓ Park Permit Application, $35
- ✓ Tent Permit Application, $125
- ✓ Electric, $175
- ✓ Water, $100
- ✓ Banner Placement, $100-150
- ✓ Trash Box/Liners, $13/each
- ✓ Barricades, $3-$15/each (#/location of barricades determined by Public Safety)
- ✓ Sound System, $75 (if available)

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

- Residents & City of Grand Haven (COGH) Non-Profits are eligible for up to $500 in discounted fees.
- Non-Profits located outside the COGH are eligible for up to $250 in discounted fees.
- Discounts only apply to facility, park and public space rental fees (not incidental costs).
- Additional detail available in the Special Events Policy.
EVENTS
Chow Down Centertown
October 14, 2023 11am - 5pm
17 N 7th St.
Grand Haven, MI 49417

FIND OUR MAPS HERE >

100 ft from Color Haus.

100 ft from Color Haus.

7th St.

Lombardos
Righteous

JSD

7th St.

7

8

9

Kitchen

Color Haus

Divine Wellness

Laundry
MEMORANDUM

TO: Ashley Latsch, City Manager

CC: Derek Gajdos, Director of Public Works

FROM: Dana Kollewahr, Special Events and Project Manager

DATE: July 6, 2023

SUBJECT: Emmanuel Free Church Worship Service (New)

Emmanuel Free Church of Spring Lake has applied to host a Worship service on Sunday, August 20, 2023 from 10:00 am until 11:00 am at Lynne Sherwood Waterfront Stadium. This event will not impact the Praise by the Pier event, which has the space reserved for Noon on that Sunday.

The Church service will be free to anyone that would like to attend. They are anticipating around 150 attendees. The applicant will bring their own audio/visual equipment and a few tables for the equipment they will set up around the stage. While this is a new event request, it is similar to other Church service requests.

Event Set Up Time: 9:00 am – 10:00 am
Event Time: 10:00 am until 11:00 am
Event Clean-Up Time: 11:00 am until Noon

**Public Services Requested**
- Use of Lynne Sherwood Stadium
- Electricity
- Sound ordinance waiver
CITY OF GRAND HAVEN
2023 SPECIAL EVENT APPLICATION

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

Please return completed applications and fees to the Department of Public Works: in-person at 1120 Jackson Street, Grand Haven, MI 49417 and by mail, 539 Washington Ave, Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

EVENT SUMMARY

EVENT NAME: Emmanuel Free Church Worship Service
EVENT DATES: August 20, 2023
START TIME: END TIME: SET UP TIME: TEAR DOWN TIME:
EVENT LOCATION(S): Lyme SHERWOOD WATERFRONT STADIUM
Is this a new event in the City of Grand Haven? [ ] No [ ] Yes
New events require discussion with Special Events and Project Manager before submitting application.

EVENT WEBSITE (optional):
Would you like your event listed on the City’s website/social media, free of charge? [ ] No [ ] Yes

APPLICANT INFORMATION

ORGANIZATION NAME: Emmanuel Free Church
ORGANIZATION ADDRESS: 17737 W. SPRING LAKE RD, SPRING LAKE, MI 49456
RESPONSIBLE PARTY NAME: Same
RESPONSIBLE PARTY ADDRESS: Same
APPLICANT PHONE: 616-233-2560 EMAIL: rcpagett@gmail.com
EVENT DAY CONTACT (NAME/PHONE): Ray Pagett 616-233-2560

Representative must be on site and available during entire event.

EVENT DETAILS & LOGISTICS

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

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

This will be a church worship service with prayers, singing and Gospel preaching. It will be...

...
EVENT DETAILS & LOGISTICS CONTINUED

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

- [ ] Alcohol
- [ ] Amplified Sound
- [ ] Fencing
- [ ] Fireworks
- [ ] Street Closures
- [ ] Tents
- [ ] Ticketing
- [ ] Utilities/Electric/Water
- [ ] Parks
- [ ] Parade/Race/Run
- [ ] Portable Stage
- [ ] Waterways
- [ ] Sanitation (grey water/grease)

Will this event provide portable restrooms? [ ] No [ ] Yes

- [ ] # of units? ___
- [ ] # of ADA units? ___

Will there be entertainment? [ ] No [ ] Yes

- [ ] If yes, check all that apply: [ ] DJ [ ] Live Acoustic [ ] Live Amplified [ ] Other

This event is (please select one) [ ] Open to the public [ ] Private [ ] Invitation Only

PUBLIC SAFETY

Will there be food trucks/food concessions? [ ] No [ ] Yes

- Contact the Health Department for requirements and to schedule inspections.
- Food truck vendors must have an annual inspection and permit from the Grand Haven Fire Marshal.

Will there be food cooked on-site? [ ] No [ ] Yes

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

Will there be pyrotechnics? [ ] No [ ] Yes

Will you provide your own security? [ ] No [ ] Yes

Will there be assembly tents erected at the event? [ ] No [ ] Yes

- [ ] If yes, how many? _________
- [ ] Total Size _________

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

ALCOHOL SERVICE

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

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

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

- Name of non-profit organization applying for the liquor license:
- Contact Name: ____________________________ Phone Number: ____________

______________________________
STREET & PARKING LOT CLOSURES

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

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<td>Example - Harbor Drive</td>
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To help ensure the safety of event participants and the public, street closures, noise variances, cooking of food and alcohol require the following:

- **Police, Fire, Public Works and/or City Council approval.** Your completed application will be routed to all necessary departments by the Special Events and Project Manager for their recommendation.

- **Barricades:** Street closures generally require barricades which are provided by the City. The number of barricades will be determined by Public Safety and a fee will be assessed to the applicant.

- **Race Routes:** Organizers must use the City’s pre-approved route and mark route with the City’s pre-approved chalk product or be subject to fees for clean-up.

- **No Parking Signage:** ‘No parking’ signs must be posted 24 hours in advance of an event for Public Safety to enforce the No Parking Order. If the areas you are requesting to use contain handicap parking spaces, those spaces must be replaced to a nearby location.

- **Notification of Affected Parties:** Applicant must notify property owners along the street closure route of the date and time of street closures. You can do this by delivering a notice in person or by mailing a notice to the property owner. The Special Events and Project Manager can provide you with the names and addresses of property owners along your route, for mailing purposes. Official City race route signs must be used for each race/run and can be picked up at the Department of Public Works, 1120 Jackson Street Grand Haven, MI 49417.

LIABILITY INSURANCE

Liability insurance naming the City of Grand Haven as additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read: The City of Grand Haven, as additional insured in the amount of $1,000,000 per occurrence 519 Washington Avenue Grand Haven, MI 49417.
An acceptable certificate of insurance must be submitted no later than 10 days before the event date.

Name of Insurance Company/Agent: SHILTON & ASSOS. / JARED SHILTON
Phone Number of Company/Agent: 616-956-5366

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

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

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

Signature Date

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

- Resident/Non-Profit Application Fee, $100
- Non-Resident/Profit Application Fee, $150
- Park Permit Application, $35
- Tent Permit Application, $125
- Electric, $175
- Water, $100
- Banner Placement on Designated poles, $100-150
- Trash Box/Liners, $13/each
- Barricades, $3-$15/each (#/location of barricades determined by Public Safety)
- Sound System (if available), $75
- Facility, Park and Public Space Rental Fees will apply. Refundable deposit fee may be required.

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

Special Event Application Checklist - Before submitting your application did you remember to:
- Attach a map/diagram of your event layout?
- Attach all applicable permits/waivers?
- Include payment for application fee(s)?
APPLICATION FOR PARK USE PERMIT

APPLICATION FEE $35.00 - PAID:
FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

APPLICANT / SPONSORING ORGANIZATION INFORMATION

Applicant Name: RAY PAGET
Sponsor Organization: EMANUEL FREE CHURCH
Contact Person: RAY PAGET
Non-Profit Federal ID Number (if applicable): 38-2723773
Address: 17737 W. SPRINGLAKE RD SPRINGLAKE MI 49456
Street City State Zip
(616) 822-2560
Daytime Phone
Email Address

EVENT INFORMATION

Event Name: EMANUEL FREE CHURCH WORSHIP SERVICE
Event Location: LYNNE-SHERWOOD WATERFRONT STADIUM
Date(s) of Event: AUG. 20, 2023
Set Up Time: 9 A.M.
Activity Start Time: 10 A.M. Activity End Time: 11 A.M.
Description of Type of Event: (concert, picnic, wedding, etc.): WORSHIP SERVICE

Estimated Number of Persons Attending: 150
ALL QUESTIONS MUST BE ANSWERED OR APPLICATION WILL NOT BE ACCEPTED

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

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

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

PROOF OF INSURANCE ATTACHED: 

Yes ☐ No ☐

SELLING/FUNDRAISING:

Will any selling/fundraising occur? 

Yes ☐ No ☐

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

SPONSORSHIP/BANNER/SIGNS:

Will any sponsorship occur? 

Yes ☐ No ☐

Will any signs or banners be used? 

Yes ☐ No ☐

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

TENTS/CANOPIES:

Will any temporary structures be used? 

Yes ☐ No ☐

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

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

EQUIPMENT/MATERIALS USED:

Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park? 

Yes ☐ No ☐

If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the “Policy for City Park and Public Land Use”. If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the “Policy for City Park and Public Land Use” Insurance section 11 and Equipment and Signs Sec. 13-A.
MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

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

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

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

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

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

Signature of Applicant: __________________________ Date: ____________

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

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

For General Park Rentals (weddings, reunions, baby showers etc) contact:
City of Grand Haven
Attn: Char Seise
421 Columbus
Grand Haven, MI 49417
cseise@grandhaven.org
Office: 616.842.2550
APPLICATION FOR WAIVER OF SOUND ORDINANCE
Application is hereby made for operating a loud speaking device within the City Grand Haven.

Date of Event: **August 20, 2023**
Location of Event: **LynneSherwood Waterfront Stadium**
Time Requested for Broadcasting: **10** *(am or pm) **Noon (or)** (am or pm)*
Contact Person: **Ray Paget**
(Print Name)
Sponsoring Organization: **Emmanuel Free Church**
Address: **1727 W. Spring Lake Rd, Spring Lake, MI 49456**
Phone: **616-502-8340** Fax: 

---

APPROVAL:
FOR OFFICE USE:

City Manager __________________________________________ Date: ______________
Public Safety ________________________________________ Date: ______________
City Council Approval: ☐ Yes ☐ No Date: ______________

Approval is subject to the following regulations:
- Permit must be approved by the City Manager and Director of Public Safety.
- Permit is to be issued only for matters of charitable, community, educational, recreational or religious purposes.
- Permit will not be issued for more than two hours in any one-half day.
- Vehicles with sound systems may not operate with 300 feet of a hospital or school (during school hours).
- The sound equipment must be regulated so that if it is heard on the street, it will not create a nuisance.
A special event application for the annual Grand Haven Hispanic Heritage Fiesta has been submitted. Previously, this event was held over multiple dates and in various locations. This year, event organizers propose hosting the event on Saturday, September 16th at Lynne Sherwood Waterfront Stadium and the waterfront green space.

The Fiesta will begin with a Parade of Flags ceremony starting at 4th Street and Washington Avenue and walking down to the Waterfront Stadium. A police escort is being requested. Fiesta attendees will enjoy free entertainment, dance performances, dance classes, food vendors, beer tent, activities, and Mercado vendors at the waterfront.

In the evening, the Fiesta will host a fundraising concert with Nationally recognized Tejano singer Bobby Pulido Band. They will be traveling from Texas to provide a one-night-only show. The Concert will be from 7:30 pm until 9:00 pm, with the Musical Fountain following. Event organizers request to play music via a DJ following the Musical Fountain from 9:30 - 10:30 pm.

Event organizers are requesting the use of the Chinook Pier parking lot for vendors and quick loading and unloading spaces. Organizers would also like to utilize the parking spaces south of the Marina Parking lot entrance for food trucks. The waterfront green space will host Mercado vendors and may extend past the splash pad.

Food trucks must be adequately inspected and permitted by the Fire Marshal and all fire separation requirements will be followed for the food trucks and vendor 10'X10' tents. While the map does not depict trash containers, the event will be responsible for providing them. This event will utilize 4ft fencing to serve alcohol versus the tall metal fencing and will be set up 11 feet away from The Depot building. See the site map for additional information.

Event Set Up Time: 8:00 am – 11:30 am
Event Time: 11:30 am – 10:30 pm (open to the public before 7:30 pm and after 9:00 pm)
Event Clean-Up Time: 10:30 pm
CITY OF GRAND HAVEN  
2023 SPECIAL EVENT APPLICATION

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

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

EVENT SUMMARY

EVENT NAME: Grand Haven Hispanic Heritage Fiesta
EVENT DATE(S): Saturday, September 16, 2023
START TIME: 11:30am  END TIME: 10:30pm
SET UP TIME: 8:00am  TEAR DOWN TIME: 10:30pm
EVENT LOCATION(S): Lynne Sherwood Waterfront Stadium

Is this a new event in the City of Grand Haven?  Yes
New events require discussion with Special Events and Project Manager before submitting application.

EVENT WEBSITE (optional): www.tcupuentes.org/fiesta

Would you like your event listed on the City's website/social media, free of charge? Yes

APPLICANT INFORMATION

ORGANIZATION NAME: Tri-Cities Puentes Initiative
ORGANIZATION ADDRESS: 524 Washington Ave. Grand Haven, MI 49417
RESPONSIBLE PARTY NAME: Tri-Cities Puentes Initiative - Reyna Masko & Jared Cramer
RESPONSIBLE PARTY ADDRESS: 524 Washington Ave. Grand Haven, MI 49417
APPLICANT PHONE: 616-990-1176  EMAIL: chair@tcupuentes.org
EVENT DAY CONTACT (NAME/PHONE): Reyna Masko 616-990-1176

Representative must be on site and available during entire event.

EVENT DETAILS & LOGISTICS

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

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

-Saturday, September 16, 2023- Parade of Flags opening ceremony starting at Central Park 4th St and Washington Ave. and walking down to the Waterfront Stadium. A police escort will be needed. Fiesta goers will enjoy free entertainment such as music, dance performances, dance classes, food vendors, beer tent, activities for children and adults, and mercado vendors. At night there will be a Fundraising Concert - Nationally recognized tejano singer "Bobby Pulido" band will travel to Grand Haven from Texas to give a one night only concert. Concert will be from 7:30pm - 9:00pm with Musical Fountain following. We are kindly asking to continue the Fiesta after the Musical Fountain ends with a DJ playing from 9:30am 10:30pm. Additional parking in Chinook Pier will be needed for vendors and temporary loading and unloading spaces. As well as temporary loading and unloading space in the marina lot including extra parking spaces (south of the entrance). Our vendors age will possibly need to be extended to the grass area north of the splash pad.
### EVENT DETAILS & LOGISTICS CONTINUED

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

- [x] Alcohol
- [x] Amplified Sound
- [ ] Banners
- [ ] Camping
- [x] Dumpster
- [x] Entertainment
- [x] Fencing
- [x] Fireworks
- [ ] Parks
- [x] Parade/Race/Run
- [x] Portable Stage
- [x] Sanitation (grey water/grease)
- [ ] Street Closures
- [ ] Tents
- [x] Ticketing
- [x] Utilities/Electric/Water
- [ ] Waterways

**Will this event provide portable restrooms?**

- [x] Yes
- [ ] No

- [ ] # of units? TBD
- [x] # of ADA units? TBD

**Will there be entertainment?**

- [ ] No
- [x] Yes

- [ ] # of units?
- [ ] # of ADA units?

- [ ] DJ
- [ ] Live Acoustic
- [x] Live Amplified
- [ ] Other

**This event is (please select one)***

- [x] Open to the public
- [ ] Private
- [ ] Invitation Only
- [ ] Concert only

### PUBLIC SAFETY

**Will there be food trucks/food concessions?**

- [ ] No
- [x] Yes

**Contact the Health Department for requirements and to schedule inspections.**

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

- [ ] No
- [x] Yes

**If yes, how will food be cooked?**

- [ ] Gas
- [ ] Charcoal
- [x] Fryers
- [x] Electric

**Will there be pyrotechnics?**

- [x] No
- [x] Yes

**Will you provide your own security?**

- [ ] No
- [x] Yes

**Will there be assembly tents erected at the event?**

- [x] No
- [ ] Yes

- [ ] # of units?
- [ ] # of ADA units?

**If yes, how many?** _____

**Total Size _____**

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

An inspection must be conducted by the Fire Marshal.

### ALCOHOL SERVICE

**Will there be alcohol sold/served at the event?**

- [ ] No
- [x] Yes (if yes, complete the remainder of this section)

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

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

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

- [ ] Tri-Cities Puentes Initiative

**Jared Cramer**

**Contact Name:** ___________________________  **Phone Number:** 616-295-5286
STREET & PARKING LOT CLOSURES

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

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</thead>
<tbody>
<tr>
<td>Example - Harbor Drive</td>
<td>Columbus</td>
<td>Franklin</td>
</tr>
<tr>
<td>Portion of marina parking lot for food vendors.</td>
<td>Entrance from left of marina parking lot.</td>
<td>Entrance to the Marina parking lot.</td>
</tr>
</tbody>
</table>

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

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

LIABILITY INSURANCE

Liability insurance naming the City of Grand Haven as additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read: The City of Grand Haven, as additional insured in the amount of $1,000,000 per occurrence 519 Washington Avenue Grand Haven, MI 49417.
An acceptable certificate of insurance must be submitted no later than 10 days before the event date.

Name of Insurance Company/Agent: Butten & Associates LLC - Robert L. Brock
Phone Number of Company/Agent: 616-636-6288

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

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

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

Signature ____________________________________________ Date ________________________

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

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

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

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

Special Event Application Checklist- Before submitting your application did you remember to:
- Attach a map/diagram of your event layout?
- Attach all applicable permits/waivers?
- Include payment for application fee(s)?
Grand Haven Hispanic Heritage Fiesta PARADE of FLAGS Route 9-16-2023

Blue - Sidewalk
Orange - Street
APPLICATION FOR PARK USE PERMIT
APPLICATION FEE $35.00 - PAID:
FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

APPLICANT / SPONSORING ORGANIZATION INFORMATION

Applicant Name: Reyna Masko
Sponsor Organization: Tri-Cities Puentes Initiative
Contact Person: Reyna Masko
Non-Profit Federal ID Number (if applicable): 86-2223508
Address: 524 Washington Ave
Street (616) 990-1176
City Grand Haven
State MI
Zip 49417
Daytime Phone chair@tcpuentes.org
Email Address

EVENT INFORMATION

Event Name: Grand Haven Hispanic Heritage Fiesta
Event Location: Lynne Sherwood Waterfront Stadium
Date(s) of Event: September 16, 2023
Set Up Time: 8:00 am
Activity Start Time: 11:30 am
Activity End Time: 10:30 pm
Description of Type of Event: (concert, picnic, wedding, etc.): Fiesta - live entertainment, dancing, food vendors, mercado vendors, children's activities and beer tent.
Estimated Number of Persons Attending: 3,000
ALL QUESTIONS MUST BE ANSWERED OR APPLICATION WILL NOT BE ACCEPTED

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

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

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

PROOF OF INSURANCE ATTACHED: ☐ Yes ☑ No

SELLING/FUNDRAISING:
Will any selling/fundraising occur? ☑ Yes ☐ No
If yes, also fill out the appropriate attached vendor sheets for Food Service Information (page 5). No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained.

SPONSORSHIP/BANNER/SIGNS:
Will any sponsorship occur? ☑ Yes ☐ No
Will any signs or banners be used? ☑ Yes ☐ No
If yes, banners must be 2’ x 7’, and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event.

TENTS/CANOPIES:
Will any temporary structures be used? ☑ Yes ☐ No
If yes, please list the number of tents, sizes and location of each: 10 x 20 food and 10x10 mercado
No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the “Policy for City Park and Public Land Use” for the requirements. Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included.

EQUIPMENT/MATERIALS USED:
Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park? ☑ Yes ☐ No
If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location. No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the “Policy for City Park and Public Land Use”. If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the “Policy for City Park and Public Land Use” Insurance section 11 and Equipment and Signs Sec. 13-A.
MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

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

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

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

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

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

Signature of Applicant: ________________________ Date: 6-27-23

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

For Special Events Contact:
City of Grand Haven
Attn: Dana Kollwehr
519 Washington
Grand Haven, MI 49417
specialevents@grandhaven.org
Office: 616.947.3493

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

Application is hereby made for operating a loud speaking device within the City Grand Haven.

Date of Event: ____________________________

Location of Event: Lynne Sherwood Stadium

Time Requested for Broadcasting: ______________________ (am or pm) ______________________ (am or pm)

Contact Person: Reyna Masko

(Print Name)

Sponsoring Organization: Tri-Cities Puentes Initiative

Address: 524 Washington Ave. Grand Haven, MI 49417

Phone: 616 990-1176

Fax: ____________________________

APPROVAL:

FOR OFFICE USE:

City Manager ____________________________ Date: ____________________________

Public Safety ____________________________ Date: ____________________________

City Council Approval: □ Yes □ No Date: ____________________________

Approval is subject to the following regulations:

• Permit must be approved by the City Manager and Director of Public Safety.
• Permit is to be issued only for matters of charitable, community, educational, recreational or religious purposes.
• Permit will not be issued for more than two hours in any one-half day.
• Vehicles with sound systems may not operate with 300 feet of a hospital or school (during school hours).
• The sound equipment must be regulated so that if it is heard on the street, it will not create a nuisance.
TO: Ashley Latsch, City Manager

CC: Derek Gajdos, Director of Public Works

FROM: Dana Kollewehr, Special Events and Project Manager

DATE: July 6, 2023

SUBJECT: Walk and Roll to Cure FSHD (Recurring w/changes)

An application to hold the Walk and Roll to Cure FSHD (Muscular Dystrophy) has been submitted for Saturday, September 24, 2023. The group will gather at Mulligan’s Lodge and walk on sidewalks/boardwalk for approximately 1-2 miles.

Last year, around 100 people participated but the event organizer did not request any City services and walked on sidewalks so no permit was necessary. This year, the applicant is requesting Public Safety assistance crossing Harbor Drive at the beginning and the end of the walk. The walk route includes pedestrians crossing Harbor Drive at Snug Harbor.

Event Time: 2:00 pm until 4:00 pm
Set-Up Time: 1:00 pm
Tear Down Time: 4:00 pm – 5:00 pm

Public Services Requested
Public Safety assistance crossing Harbor Drive
CITY OF GRAND HAVEN
2023 SPECIAL EVENT APPLICATION

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

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

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EVENT SUMMARY

<table>
<thead>
<tr>
<th>EVENT NAME:</th>
<th>Walk and Roll to Cure FSH/D</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>EVENT DATE(S):</td>
<td>9/24/23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>START TIME:</td>
<td>2pm</td>
<td>END TIME:</td>
<td>4pm</td>
<td></td>
</tr>
<tr>
<td>SET UP TIME:</td>
<td>1pm</td>
<td>TEAR DOWN TIME:</td>
<td>4:30pm</td>
<td></td>
</tr>
<tr>
<td>EVENT LOCATION(S):</td>
<td>Mulligan's Lodge</td>
<td></td>
<td></td>
<td></td>
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</table>

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

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

EVENT WEBSITE (optional): [fsndsiociety.org/westmichiganwalkroll]

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

APPLICANT INFORMATION

<table>
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<tr>
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<th>Walk and Roll to Cure FSH/D</th>
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<tbody>
<tr>
<td>ORGANIZATION ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>RESPONSIBLE PARTY NAME:</td>
<td>Andrea Vanbeek</td>
</tr>
<tr>
<td>RESPONSIBLE PARTY ADDRESS:</td>
<td>1712 Sheldon Road Grand Haven</td>
</tr>
<tr>
<td>APPLICANT PHONE:</td>
<td>616-638-9241</td>
</tr>
<tr>
<td>EVENT DAY CONTACT (NAME/PHONE):</td>
<td>same as above</td>
</tr>
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</table>

Representative must be on site and available during entire event.

---

EVENT DETAILS & LOGISTICS

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

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

---

A walk for FSH/Disorder Muscular Dystrophy, last year had approx. 120 ppl. Will use sidewalks, handrails, just need assistance crossing, haven't drive at beginning end of walk, especially for those with walkers. 

Walk details: exit back of Mulligan's on Sherman Dr. to Sand Dr. to Howard Dr. then crossing at Snug (may need assistance here) to boardwalk. 

[Return the same way]

Walk is only 1-2 mi.
STREET & PARKING LOT CLOSURES

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

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- **Race Routes:** Organizers must use the City’s pre-approved route and mark route with the City’s pre-approved chalk product or be subject to fees for clean-up.
- **No Parking Signage:** ‘No parking’ signs must be posted 24 hours in advance of an event for Public Safety to enforce the No Parking Order. If the areas you are requesting to use contain handicap parking spaces, those spaces must be replaced to a nearby location.
- **Notification of Affected Parties:** Applicant must notify property owners along the street closure route of the date and time of street closures. You can do this by delivering a notice in person or by mailing a notice to the property owner. The Special Events and Project Manager can provide you with the names and addresses of property owners along your route, for mailing purposes. Official City race route signs must be used for each race/run and can be picked up at the Department of Public Works, 1120 Jackson Street Grand Haven, MI 49417.

LIABILITY INSURANCE

Liability insurance naming the City of Grand Haven as additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read: The City of Grand Haven, as additional insured in the amount of $1,000,000 per occurrence 519 Washington Avenue Grand Haven, MI 49417.
In October 2022 City Council approved a Drinking Water Asset Management Grant Agreement with the State of Michigan's Department of Environment, Great Lakes and Energy (EGLE) in the amount of $582,335 to fund a Distribution System Materials Inventory (DSMI) and drinking water Asset Management Plan. Upon approval, Abonmarche and City staff worked together to prepare a Request for Proposals for the material investigation, including field verification of unknown service lines.

On June 28, 2023, six (6) bids were received for the DSMI project. All submissions were reviewed for completeness and accuracy and the low bid was $192,548, submitted by Plummer’s Environmental Services, Inc., located in Byron Center, Michigan. The project came in lower than anticipated, with the Engineers’ estimate of $250,000.

Funding for the project will come from the EGLE grant. Abonmarche’s bid recommendation, bid tabulation, and plan holder tracking are attached.

It is recommended that City Council accept the low bid and award a contract to Plummer’s Environmental Services in the not to exceed amount of $192,548 for the Distribution System and Service Materials Investigation Project and authorize the Mayor and City Clerk to execute the necessary documents.
June 29, 2023

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

Re: Recommendation for Contract Award
Distribution System and Service Material Investigation Project

Mr. Gajdos,

On June 28, 2023, six (6) bids were received for the Distribution System and Service Material Investigation Project. All bidders acknowledged Addendum No. 1, provided bonding, non-collusion affidavit, and debarment certification at the time of bidding. Abonmarche checked the bids for completeness and accuracy. A summary of the attached bid tabulation is provided below:

**Bid Summary**

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Addendum No. 1</th>
<th>Non-Collusion Affidavit</th>
<th>Bid Bond</th>
<th>Debarment Certification</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer's Estimate</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$249,500.00</td>
</tr>
<tr>
<td>Plummer's Environmental Services, Inc.</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>$192,548.00</td>
</tr>
<tr>
<td>Apex Excavating and Underground</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>$274,190.00</td>
</tr>
<tr>
<td>Underground Infrastructure Services</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>$330,100.00</td>
</tr>
<tr>
<td>Wadel Stabilization, Inc.</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>$364,800.00</td>
</tr>
<tr>
<td>Chartier Excaviting, Inc.</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>$380,748.00</td>
</tr>
<tr>
<td>Ryerson Brothers Excavating, LLC</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>$706,330.00</td>
</tr>
</tbody>
</table>

The low bid was submitted by Plummer's Environmental Services, Inc. of Byron Center, MI. Plummer’s Environmental Services, Inc. has an established history in West Michigan, and we are confident in their ability to complete this project successfully. Abonmarche recommends award of the contract to Plummer’s Environmental Services, Inc. in the amount of $192,548.00.
If you have any questions or comments, please feel free to contact me.

Sincerely,
ABONMARCHE

Samuel P. Jablonowski, PE
Project Manager

Attachment: Bid Tabulation
Non-Responsive Bidder Summary

cc. Matt Wade, City of Grand Haven
    Dana Kollewehr, City of Grand Haven
Bid Tabulation: GH Distribution System and Service Material Investigation Project

**Project:** Grand Haven Distribution System and Service Material Investigation Project  
**EISLE Project No.:** DWI-10

**Owner:** City of Grand Haven  
**RE Project No.:** 558

**Legend:**
- Low Bidder: 
- Bidders:

---

**GH Distribution System and Service Material Investigation Project**

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Quantity</th>
<th>Engineer's Estimate Unit Price</th>
<th>Total</th>
<th>prim's Environmental Services Unit Price</th>
<th>Total</th>
<th>Now Excavating and Underground Services Unit Price</th>
<th>Total</th>
<th>Underground Infrastructure Services Unit Price</th>
<th>Total</th>
<th>Model Stabilization Unit Price</th>
<th>Total</th>
<th>Charter Excavating Unit Price</th>
<th>Total</th>
<th>Ryerson Brothers Excavating Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization, Mix: 10%</td>
<td>LiUM</td>
<td>$24,950.00</td>
<td>$24,950.00</td>
<td>$2,750.00</td>
<td>$2,750.00</td>
<td>$22,500.00</td>
<td>$22,500.00</td>
<td>$20,050.00</td>
<td>$20,050.00</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Water Service Investigation, Curb Strip</td>
<td>LiUM</td>
<td>$135,000.00</td>
<td>$135,000.00</td>
<td>$450.00</td>
<td>$450.00</td>
<td>$271,600.00</td>
<td>$271,600.00</td>
<td>$600.00</td>
<td>$600.00</td>
<td>$291,200.00</td>
<td>$291,200.00</td>
<td>$742.00</td>
<td>$742.00</td>
<td>$298,942.00</td>
<td>$298,942.00</td>
</tr>
<tr>
<td>Water Service Investigation, Waste Main</td>
<td>LiUM</td>
<td>$120,000.00</td>
<td>$120,000.00</td>
<td>$662.50</td>
<td>$662.50</td>
<td>$80,000.00</td>
<td>$80,000.00</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
<td>$91,200.00</td>
<td>$91,200.00</td>
<td>$730.00</td>
<td>$730.00</td>
<td>$98,530.00</td>
<td>$98,530.00</td>
</tr>
<tr>
<td>Total, GH Distribution System and Service Material Investigation Project</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Bid Statistics**

<table>
<thead>
<tr>
<th>Item</th>
<th>Low Bid</th>
<th>% of Estimate</th>
<th>prim's Estimate</th>
<th>% of Estimate</th>
<th>Now Excavating and Underground Services</th>
<th>% of Estimate</th>
<th>Underground Infrastructure Services</th>
<th>% of Estimate</th>
<th>Model Stabilization</th>
<th>% of Estimate</th>
<th>Charter Excavating</th>
<th>% of Estimate</th>
<th>Ryerson Brothers Excavating</th>
<th>% of Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization, Mix: 10%</td>
<td>$24,950.00</td>
<td>100.00%</td>
<td>$24,950.00</td>
<td>100.00%</td>
<td>$2,750.00</td>
<td>100.00%</td>
<td>$22,500.00</td>
<td>100.00%</td>
<td>$20,050.00</td>
<td>100.00%</td>
<td>$20,000.00</td>
<td>100.00%</td>
<td>$20,000.00</td>
<td>100.00%</td>
</tr>
<tr>
<td>Water Service Investigation, Curb Strip</td>
<td>$135,000.00</td>
<td>100.00%</td>
<td>$135,000.00</td>
<td>100.00%</td>
<td>$450.00</td>
<td>100.00%</td>
<td>$271,600.00</td>
<td>100.00%</td>
<td>$600.00</td>
<td>100.00%</td>
<td>$291,200.00</td>
<td>100.00%</td>
<td>$742.00</td>
<td>100.00%</td>
</tr>
<tr>
<td>Water Service Investigation, Waste Main</td>
<td>$120,000.00</td>
<td>100.00%</td>
<td>$120,000.00</td>
<td>100.00%</td>
<td>$662.50</td>
<td>100.00%</td>
<td>$80,000.00</td>
<td>100.00%</td>
<td>$1,200.00</td>
<td>100.00%</td>
<td>$91,200.00</td>
<td>100.00%</td>
<td>$730.00</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
## 23-0304 COGH Distribution System and Service Material Investigation Project

### Plan Holders and Responses to Bidding

<table>
<thead>
<tr>
<th>Company</th>
<th>Plan Holder (Y/N)</th>
<th>Bid Submitted (Y/N)</th>
<th>Reason for Not Bidding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pipetek Infrastructure Services</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Ryerson Brothers Excavating LLC</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Plummers Environmental Services</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>M.L. Chartier Excavating, Inc.</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Wadel Stabilization, Inc.</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Underground Infrastructure Services</td>
<td>N</td>
<td>Y</td>
<td>Supplier</td>
</tr>
<tr>
<td>Aegion</td>
<td>Y</td>
<td>N</td>
<td>Too Busy</td>
</tr>
<tr>
<td>Perceptive Service &amp; Operations</td>
<td>Y</td>
<td>N</td>
<td>Too Busy</td>
</tr>
<tr>
<td>Waste Recovery Systems</td>
<td>Y</td>
<td>N</td>
<td>Too Busy to Prepare Bid</td>
</tr>
</tbody>
</table>

### Advertiser

<table>
<thead>
<tr>
<th>Advertiser</th>
<th>Advertisement Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abonmarche</td>
<td><a href="https://www.abonmarche.com/bids/">https://www.abonmarche.com/bids/</a></td>
</tr>
<tr>
<td>Deltek</td>
<td><a href="https://www.deltek.com/en">https://www.deltek.com/en</a></td>
</tr>
<tr>
<td>Kalamazoo Builders Exchange</td>
<td><a href="https://www.builder-exchange.com/">https://www.builder-exchange.com/</a></td>
</tr>
<tr>
<td>Builders Exchange of Michigan</td>
<td><a href="https://home.grbx.com/">https://home.grbx.com/</a></td>
</tr>
<tr>
<td>Construction Association of Michigan</td>
<td><a href="https://www.buildwithcam.com/">https://www.buildwithcam.com/</a></td>
</tr>
</tbody>
</table>
MEMORANDUM

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

FROM: Matt Wade – Streets & Utilities Manager

DATE: July 6, 2023

SUBJECT: 2023 Fire Hydrant Painting Project

On July 5, 2023, bids were opened for 2023 Fire Hydrant Painting Project. 110 Various fire hydrants within the City of Grand Haven will be sand blasted, primed and re-painted. The Request for Proposals (RFP) was out for bid for June 21, 2023 and two bids were received on July 5, 2023. The following bids were opened:

1. Giant Maintenance & Restoration, 20678 W. Hwy 176, Mundelein, IL 60060, in the amount of $14,572.80
2. Blastek LLC, 43 122nd Ave., Shelbyville, MI 49344, in the amount of $34,980.00

The 2023 Fire Hydrant Painting Project is a budgeted item in the 2023-24 Fiscal Year. Fire hydrant painting is budgeted within the Professional Services line items of the City Water Fund, for which we have budgeted an amount of $14,900.00.

Staff recommends to accept the low bid proposal from Giant Maintenance & Restoration out of Mundelein, IL in the not to exceed amount of $14,572.80, and authorizes the Mayor and City Clerk to execute the necessary documents.
**Date of Bid Opening**
Wednesday, July 5, 2023

**Time of Bid Opening**
10:00 a.m.

**Project Name:** 2023 Fire Hydrant Painting
**Bid Tabulation Sheet**

<table>
<thead>
<tr>
<th>Bid Date</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>
</tr>
</thead>
<tbody>
<tr>
<td>6-26-23</td>
<td>Grant Maintenance + Restoration</td>
<td>Mundelein, IL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$145,722.80</td>
</tr>
<tr>
<td>7-5-23</td>
<td>Blaster LLC</td>
<td>Shelbyville, MI</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$349,800</td>
</tr>
</tbody>
</table>

CITY OF GRAND HAVEN
519 WASHINGTON AVENUE
GRAND HAVEN, MI 49417
616-442-3210

Matt W. - DPW
Ms. Maria Boersma, City Clerk
519 Washington Avenue
Grand Haven, MI 49417

Dear Ms. Boersma:

Completely in accordance with your notice, instructions and specifications dated June 21, 2023, the undersigned declares that they have carefully examined the requirements of specifications contained herein, and propose to furnish and deliver to the City of Grand Haven the pavement marking services listed below. The City of Grand Haven may, at its sole discretion, award the contract based on what it deems to be in the best interest of the City of Grand Haven.

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>PER UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>110</td>
<td>Sandblast and Paint hydrant as outlined in specifications at locations identified on list attached to specifications.</td>
<td>$132.48</td>
<td>$14,572.80</td>
</tr>
</tbody>
</table>

TOTAL COST: $14,572.80

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

Addendum Number

Addendum Date
CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS

All Federal and State taxes have been deducted and all prices reflect the NET PRICE.

Giant Maintenance & Restoration, Inc. 847-566-9188
(Bidder's Company Name) (Bidder's Telephone Number)
20678 W. Highway 176 Mundelein, IL 60060 mark@giant2u.com
(Bidder's Mailing Address) (Bidder's E-mail Address)
Mark Giarrante
(Bidder's Signature) Mark Giarrante - President
(Print Bidder's Name)

End of Proposal Form
Mr. Craig Thiesenhusen  
Water Utility Superintendent  
City of Janesville  
18 North Jackson Street  
Janesville, Wisconsin 53547  
Phone: 608-755-6375 E-Mail: thiesenhusenc@ci.janesville.wi.us  

Fire Hydrant Painting – Contracted since 2018 for approximately 250+ units per year.

Mr. Matt Wade  
Streets & Utilities Manager  
City of Grand Haven  
1120 Jackson Street  
Grand Haven, Michigan 49417  
Phone: 616-847-3493 E-Mail: mwade@grandhaven.org  

Fire Hydrant Painting – Contracted in 2020 and 2021

Mr. Matt Anderson  
Water & Sewer Superintendent  
City of Norton Shores  
4814 Henry Street  
Norton Shores, MI 49441  
Phone: 231-578-8904 E-Mail: maderson@nortonshores.org  

Fire Hydrant Painting – Contracted in 2018 – 2021 300+ units each year

Mr. Joseph Walker  
Director of Public Services  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
Phone: 440-376-2119 E-Mail: joe.walker@strongsville.org  

Fire Hydrant Painting – Contracted since 2014 for approximately 300+ units per year.

Additional References upon Request  
Contact us at 847-388-3711  
Visit our website at www.giant2u.com
MEMORANDUM

TO: Ashley Latsch – City Manager
    Derek Gajdos – Director of Public Works
FROM: Matt Wade – Streets & Utilities Manager
DATE: July 12, 2022
SUBJECT: Motor Pool Equipment Replacement Authorization

Within the City’s fiscal year 2023/24 Capital Improvement budget, the Motor Pool fund has budgeted to replace two (2) Department of Public Safety admin vehicles one (1) Chevrolet Blazer and one (1) Chevrolet Malibu.

The City budgeted $85,000 for the purchase of the Public Safety admin vehicles. The Blazer and Malibu are proposed to be purchased under the MI Deal purchasing program or local suppliers that have bid within the threshold of the City’s local purchase preference policy.

I have confirmed with Finance Director that the Motor Pool fund has enough funds to cover the proposed purchase. All replaced equipment will be disposed of in accordance to City policy and procedures.

It is requested that the Council approve the purchases in the not to exceed price listed above totaling $57,516.00 from Berger Chevrolet of Grand Rapids, Mi.
BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle $21,853.00

Number of units 1

Total Bid Amount $21,853.00

Vendor:
Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5700

Fax (616) 988-9178

Signature Robert Evans

Printed Signature Robert M. Evans
Date 6/20/2023

Vehicle Description:
Year 2023
Make Chevrolet
Model Mailbu LT

Bid Prepared For:
MACP

Price includes title fee and delivery. Price based on Municipal discount for the State of Michigan..
MACP 2023 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT  (✔ Complete )

Selected Model and Options

<table>
<thead>
<tr>
<th>CODE</th>
<th>MODEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ZD69</td>
<td>2023 Chevrolet Malibu 4dr Sdn 1LT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAZ</td>
<td>Summit White</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1LT</td>
<td>1LT Preferred Equipment Group includes standard equipment</td>
</tr>
<tr>
<td>A51</td>
<td>Seats, front bucket (STD)</td>
</tr>
<tr>
<td>FE9</td>
<td>Emissions, Federal requirements</td>
</tr>
<tr>
<td>GAZ</td>
<td>Summit White</td>
</tr>
<tr>
<td>H1T</td>
<td>Jet Black, Premium cloth seat trim</td>
</tr>
<tr>
<td>IOR</td>
<td>Audio system, Chevrolet Infotainment 3 system, 8” diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)</td>
</tr>
<tr>
<td>LFV</td>
<td>Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)</td>
</tr>
<tr>
<td>MRG</td>
<td>Transmission, Continuously Variable (CVT) (STD)</td>
</tr>
<tr>
<td>RA9</td>
<td>Tires, P225/65R17 all-season, blackwall (STD)</td>
</tr>
<tr>
<td>RIA</td>
<td>LPO, All-weather floor liners, front and rear (Available in Dark Atmosphere and Jet Black which is determined by interior trim color. Not available with PDH or VAV. Included with (PCH) Floor Liner Package, LPO.</td>
</tr>
<tr>
<td>RSE</td>
<td>Wheels, 17” (43.2 cm) aluminum (STD)</td>
</tr>
</tbody>
</table>

Options Total

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 18612. Data Updated: Feb 2, 2023 6:37:00 PM PST.
## Standard Equipment

Chevy Safety Assist includes (UE4) Following Distance Indicator, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (TQS) IntelliBeam, (UHY) Automatic Emergency Braking and (UKJ) Front Pedestrian Braking.

<table>
<thead>
<tr>
<th>Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmission, Continuously Variable (CVT) (STD)</td>
</tr>
<tr>
<td>Engine control, stop-start system</td>
</tr>
<tr>
<td>Axle, 5.10 final drive ratio</td>
</tr>
<tr>
<td>Front wheel drive</td>
</tr>
<tr>
<td>Suspension, front MacPherson strut</td>
</tr>
<tr>
<td>Suspension, rear 4-link, independent</td>
</tr>
<tr>
<td>Brakes, 4-wheel antilock, 4-wheel disc</td>
</tr>
<tr>
<td>Brake rotors, Duralife</td>
</tr>
<tr>
<td>Brake lining, high-performance, noise and dust performance</td>
</tr>
<tr>
<td>Brake, parking, electronic</td>
</tr>
<tr>
<td>Fueling system, capless</td>
</tr>
<tr>
<td>Fuel door, push open</td>
</tr>
<tr>
<td>Tool kit, road emergency</td>
</tr>
<tr>
<td>Wheels, 17&quot; (43.2 cm) aluminum (STD)</td>
</tr>
<tr>
<td>Tires, P225/55R17 all-season, blackwall (STD)</td>
</tr>
<tr>
<td>Wheel, spare, 16&quot; (40.6 cm) steel</td>
</tr>
<tr>
<td>Tire, compact spare, T125/80R16</td>
</tr>
<tr>
<td>Headlamp control, automatic on and off</td>
</tr>
<tr>
<td>Headlamps, halogen</td>
</tr>
<tr>
<td>IntelliBeam, automatic high beam on/off (Included with (WPS) Chevy Safety Assist.)</td>
</tr>
<tr>
<td>Glass, acoustic, laminated, windshield</td>
</tr>
</tbody>
</table>
| Mirrors, outside heated power-adjustable, body-color, manual-folding                                                                                                                                                                
Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Audio system feature, 6-speaker system

Display, 8" diagonal LCD touch screen

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Antenna, body-color

Seats, front bucket (STD)

Seat trim, Premium Cloth

Seats, heated driver and front passenger

Seat adjuster, 8-way power driver

Seat adjuster, front passenger 6-way manual

Seat adjuster, power driver lumbar control

Seat, rear 60/40 split-folding

Floor mats, carpeted front (Deleted when the following LPOs are ordered: PCH, PCM, PDH, RIA, VAV.)

Floor mats, carpeted rear (Deleted when the following LPOs are ordered: PCH, PCM, PDH, RIA, VAV.)

Steering wheel, 3-spoke

Steering column, tilt and telescopic

Steering wheel controls, mounted controls for audio, phone and cruise

Driver Information Center, monochromatic display

Temperature display, outside

Warning indicator, front passenger seat belt

Window, power with driver Express-Up/Down

Windows, power with Express-Down on all

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Data Version: 18612, Data Updated: Feb 2, 2023 6:37:00 PM PST.
Door locks, power programmable

Keyless Start

Keyless Open, front doors includes extended range Remote Keyless Entry

Remote vehicle starter system

Cruise control, electronic with set and resume speed

Remote panic alarm

Theft-deterrent system, content theft alarm

Power outlet, auxiliary, 12-volt

Air conditioning, dual-zone automatic climate control

Vent, rear console

Air filter, cabin

Defogger, rear-window, electric

Mirror, inside rearview manual daylight

Visors, driver and front passenger illuminated vanity mirrors, covered

Assist handle, front passenger

Lighting, interior overhead courtesy lamp, dual reading lamps and illuminated trunk area

Lighting, interior, rear reading lamps, switchable

Rear seat armrest with cup holders

Map pocket, front passenger seatback

Trunk cargo anchors

StabiliTrak, stability control system with brake assist includes Traction Control

Front Pedestrian Braking (Included with (WPS) Chevy Safety Assist.)

Automatic Emergency Braking (Included with (WPS) Chevy Safety Assist.)

Braking control, ECM grade

Daytime Running Lamps, LED, separate

Airbags, 10 total, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail-mounted head-curtain for front and rear outboard seating positions includes Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
MACP 2023 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT  ✔ Complete

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

HD Rear Vision Camera (Rear Vision Camera display is not HD with IOR audio system.)

Lane Keep Assist with Lane Departure Warning (Included with (WPS) Chevy Safety Assist.)

Following Distance Indicator (Included with (WPS) Chevy Safety Assist.)

Forward Collision Alert (Included with (WPS) Chevy Safety Assist.)

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

LATCH system (Lower Anchors and Tethers for Children), for child restraint seats

Door locks, rear child security

Trunk latch, safety, manual release

Tire Pressure Monitor System

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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Data Version: 18612. Data Updated: Feb 2, 2023 6:37:00 PM PST.
BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle  $35,663.00

Number of units  1

Total Bid Amount  $35,663.00

Vehicle Description:

Year  2023
Make  Chevrolet
Model  Blazer AWD 2LT

Vendor:
Berger Chevrolet Inc.

Address 2525 28th Street S.E.
Grand Rapids, MI  49512

Phone  (616) 949-5200
Fax  (616) 988-9178

Signature  Robert Evans

Printed Signature  Robert M. Evans
Date  6/22/2023

Bid Prepared For:
City of Grand Haven

Price includes title fee and delivery. Price based on Municipal discount for the State of Michigan.
Stk # 23BZ236 2023 Chevrolet Blazer (1NR26) AWD 4dr LT w2LT

Selected Model and Options

<table>
<thead>
<tr>
<th>CODE</th>
<th>MODEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1NR26</td>
<td>2023 Chevrolet Blazer AWD 4dr LT w/2LT</td>
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COLORS

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
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<tr>
<td>GBA</td>
<td>Black</td>
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</table>

OPTIONS

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>060</td>
<td>Not Equipped with Rear Park Assist, see dealer for details (Beginning October 17, 2022, when (WPA) Driver Confidence Package is ordered, certain vehicles will be forced to include (060) Not Equipped with Rear Park Assist, which removes Rear Park Assist. Does not include later dealer retrofit. See the window label for the features on a specific vehicle.) <em>CREDIT</em></td>
</tr>
<tr>
<td>2LT</td>
<td>LT Preferred Equipment Group Includes Standard Equipment</td>
</tr>
<tr>
<td>AR9</td>
<td>Seats, front bucket (STD)</td>
</tr>
<tr>
<td>B94</td>
<td>Bowties, Black, front and rear (Included with WBL, WJU, PDJ, RFP. Not available separately when WBL, WJU, PDJ, RFP are ordered. Not available with (R88) Black illuminated front bowtie emblem, LPO.)</td>
</tr>
<tr>
<td>DD8</td>
<td>Mirror, inside rearview auto-dimming (Included and only available with (ZL3) Convenience Package.)</td>
</tr>
<tr>
<td>FE9</td>
<td>Emissions, Federal requirements</td>
</tr>
<tr>
<td>FHB</td>
<td>Axle, 3.47 final drive ratio</td>
</tr>
<tr>
<td>H1T</td>
<td>Jet Black, Premium Cloth seat trim</td>
</tr>
<tr>
<td>IOS</td>
<td>Audio system, Chevrolet Infotainment 3 Plus system 10.2&quot; diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)</td>
</tr>
<tr>
<td>K4C</td>
<td>Wireless Charging (Included and only available with (ZL3) Convenience Package.)</td>
</tr>
<tr>
<td>KA1</td>
<td>Seats, heated driver and front passenger (Included and only available with (ZL3) Convenience Package.)</td>
</tr>
<tr>
<td>KSG</td>
<td>Adaptive Cruise Control (Included and only available with (ZL3) Convenience Package,)</td>
</tr>
<tr>
<td>LSY</td>
<td>Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT) with Stop/Start (228 hp (170 kW) at 5000 rpm, 258 lb-ft of torque [350 N-m]) @ 1500-4000 rpm) (STD)</td>
</tr>
<tr>
<td>M3T</td>
<td>Transmission, 9-speed automatic, electronically-controlled with overdrive, includes Driver Shift Control (STD)</td>
</tr>
<tr>
<td>PDH</td>
<td>LPO, Interior Protection Package includes (VAV) premium all-weather floor mats, LPO and (VLI) cargo mat, LPO (Not available with (PDF) Floor Liner Package, LPO. Replaces standard floor mats.)</td>
</tr>
</tbody>
</table>

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Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.

Jun 22, 2023
## OPTIONS

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>PDY</td>
<td>LPO, Roadside Safety Package includes (RYT) First Aid Kit, LPO and (S08) Highway Safety Kit, LPO</td>
</tr>
<tr>
<td>QMX</td>
<td>Tires, P235/65R18 all-season blackwall (STD)</td>
</tr>
<tr>
<td>RV3</td>
<td>Wheels, 18&quot; (45.7 cm) Grazen Metallic aluminum (STD)</td>
</tr>
<tr>
<td>RYT</td>
<td>LPO, First Aid Kit includes bowtie logo on case (Included and only available with (PDY) Roadside Safety Package, LPO.)</td>
</tr>
<tr>
<td>S08</td>
<td>LPO, Highway Safety Kit includes bowtie logo on case (Included and only available with (PDY) Roadside Safety Package, LPO.)</td>
</tr>
<tr>
<td>TB5</td>
<td>Liftgate, rear power programmable (Included and only available with (ZL3) Convenience Package,)</td>
</tr>
<tr>
<td>UD7</td>
<td>Rear Park Assist with audible warning (Included and only available with (WPA) Driver Confidence Package. Beginning October 17, 2022, certain vehicles will be forced to include (060) Not Equipped with Rear Park Assist, which removes Rear Park Assist. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)</td>
</tr>
<tr>
<td>UFG</td>
<td>Rear Cross Traffic Alert (Included and only available with (WPA) Driver Confidence Package.)</td>
</tr>
<tr>
<td>UG1</td>
<td>Universal Home Remote includes garage door opener, programmable (Included and only available with (ZL3) Convenience Package.)</td>
</tr>
<tr>
<td>UGN</td>
<td>Enhanced Automatic Emergency Braking (Included and only available with (ZL3) Convenience Package,)</td>
</tr>
<tr>
<td>UKC</td>
<td>Lane Change Alert with Side Blind Zone Alert (Included and only available with (WPA) Driver Confidence Package,)</td>
</tr>
<tr>
<td>V59</td>
<td>Roof rails, Black roof-mounted side rails (Included and only available with (ZL3) Convenience Package or (WJU) Midnight/Sport Edition.)</td>
</tr>
<tr>
<td>VAV</td>
<td>LPO, Premium all-weather floor mats (Included and only available with (PDH) Interior Protection Package, LPO.)</td>
</tr>
<tr>
<td>VLI</td>
<td>LPO, Premium all-weather cargo mat (Included and only available with (PDH) Interior Protection Package, LPO.)</td>
</tr>
<tr>
<td>WPA</td>
<td>Driver Confidence Package includes (UKC) Lane Change Alert with Side Blind Zone Alert, (UD7) Rear Park Assist and (UFG) Rear Cross Traffic Alert (Beginning October 17, 2022, certain vehicles will be forced to include (060) Not Equipped with Rear Park Assist, which removes Rear Park Assist. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)</td>
</tr>
<tr>
<td>ZL3</td>
<td>Convenience Package includes (KSG) Adaptive Cruise Control, (KA1) driver and front passenger heated seats, (UG1) Universal Home Remote, (K4C) Wireless Charging, (TB5) power programmable liftgate, (V59) Black roof-mounted side rails, (UGN) Enhanced Automatic Emergency Braking and (DD8) auto-dimming inside rearview mirror</td>
</tr>
</tbody>
</table>

**Options Total**

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Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.
Stk # 23BZ236 2023 Chevrolet Blazer (1NR26) AWD 4dr LT w2LT  (Complete)

### Standard Equipment

#### Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

#### Mechanical

- **Engine**: 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT) with Stop/Start (228 hp (170 kW) at 5000 rpm, 258 lb-ft of torque [350 N-m]) @ 1500-4000 rpm) (STD)
- **Transmission**: 9-speed automatic, electronically-controlled with overdrive, includes Driver Shift Control (STD)
- **Axle**: 3.47 final drive ratio
- **Engine control, stop/start system**
- **Engine control, stop/start system override**
- **Engine air filtration monitor**
- **All-wheel drive** (Included and only available with AWD models.)
- **Driver Mode Selector** includes Tour (FWD), Sport, All-Wheel Drive (AWD), Snow/Ice, Tow/Haul, and Off-Road
- **Alternator**: 170 amps (Included and only available with (LSY) 2.0L Turbo engine.)
- **Hitch Guidance** (Included and only available with (V92) trailering equipment.)
- **Trailering equipment includes (CTT) Hitch Guidance** (Available on FWD models. Standard on AWD models.)
- **GVWR**: 6001 lbs. (2722 kg)
- **Suspension, Ride and Handling**
- **Brakes**: 4-wheel antilock, 4-wheel disc
- **Electronic parking brake**
- **Tool kit, road emergency**
- **Capless fuel fill**
- **Exhaust, dual-outlet with circular bright tips**

#### Exterior

- **Wheels**: 18" (45.7 cm) Grazen Metallic aluminum (STD)
- **Tires**: P235/65R18 all-season blackwall (STD)
- **Wheel, spare**: 18" (45.7 cm) steel
- **Tire, compact spare**: T135/70R18, blackwall
- **Moldings, lower bodyside**: (Molded-in-color Black.)
- **Antenna**: body-color

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Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.
Exterior

Grille, Blazer signature Black horizontal 4-bar with Bright Chrome header bar
Active Aero Grille Shutters
Headlamps, Intellibeam
Headlamps, LED
Headlamp control, automatic on and off with automatic delay
Taillamps, LED
Mirrors, outside heated power-adjustable, manual-folding body-color
Mirror caps, body-color
Glass, deep-tinted, rear windows and liftgate
Wipers, front variable-speed, intermittent with washers
Wiper, rear intermittent with washer
Liftgate, rear manual
Door handles, body-color

Entertainment

Audio system, Chevrolet Infotainment 3 Plus system 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)

Audio system feature, 6-speaker system

SiriusXM with 360L. Equipped with SiriusXM with 360L. Enjoy a trial subscription of the Platinum Plan for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the Platinum Plan you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations.)

Bluetooth for phone personal cell phone connectivity to vehicle audio system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Wireless Apple CarPlay/Wireless Android Auto

Active Noise Cancellation
Stk # 23BZ236 2023 Chevrolet Blazer (1NR26) AWD 4dr LT w2LT

Interior

- Seats, front bucket (STD)
- Seat trim, Premium Cloth
- Seating, 5-passenger
- Seat adjuster, driver 8-way power
- Seat adjuster, front passenger 4-way manual
- Seat adjuster, power driver lumbar control
- Head restraints, front, 2-way adjustable, up/down
- Head restraints, rear outboard 2-way adjustable, up/down
- USB data ports, 2, one type-A and one type-C located within the instrument panel
- USB charging-only ports, 2, one type-A and one type-C, located on rear of center console
- Floor mats, carpeted front and rear (Deleted when LPO floor mats or LPO floor liners are ordered.)
- Steering wheel, urethane
- Steering column, manual tilt and telescoping
- Driver Information Center, 4.2" diagonal multi-color
- Vehicle health management provides advanced warning of vehicle issues
- Compass, digital
- Windows, power with driver Express-Up/Down and front passenger and rear seat passengers Express-Down
- Door locks, power programmable with lockout protection
- Keyless Open and Start includes extended range Remote Keyless Entry
- Remote Start
- Cruise control, electronic with set and resume speed
- Theft-deterrent system, electrical, unauthorized entry
- Air conditioning, dual-zone automatic climate control with individual climate settings for driver and right-front passenger
- Sensor, cabin humidity and windshield temperature
- Defogger, rear-window electric
- Air filtration system
- Air vents, rear console
- Glovebox, lockable electronic
- Cup holders, 2 in front center console and 2 in rear center armrest

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Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.
Stk # 23BZ236 2023 Chevrolet Blazer (1NR26) AWD 4dr LT w2LT (Complete)

**Interior**

- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors covered
- Assist handles, front passenger and rear outboard with coat hooks on rear passenger assist handles
- Lighting, interior with front reading lamps, overhead courtesy lamp, dual rear-quarter panel area dome lamps, True White backlit switches, True White pin spot lighting in the bin forward of the shifter and front footwells and backlit USB ports
- Umbrella holders, driver and front passenger doors

**Safety-Mechanical**

- Front Pedestrian Braking (Included with Chevy Safety Assist.)
- StabiliTrak, stability control system with traction control
- Airbags, frontal and seat-mounted for driver and front passenger knee for driver, and head-curtain for front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner’s Manual for more information.)

**Safety-Exterior**

- Daytime Running Lamps, LED

**Safety-Interior**

- Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner’s Manual for more information.)
- OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
- HD Rear Vision Camera
- Lane Keep Assist with Lane Departure Warning (Included with Chevy Safety Assist.)
- Following Distance Indicator (Included with Chevy Safety Assist.)
- Automatic Emergency Braking (Included with Chevy Safety Assist.)
- Forward Collision Alert (Included with Chevy Safety Assist.)
- Rear Seat Reminder
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened
- Seat belts, 3-point, all positions includes front seat belt pretensioners
- Door locks, rear child security
- LATCH system (Lower Anchors and Tethers for Children), for child restraint seats

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Data Version: 19746. Data Updated: Jun 21, 2023 6:40:00 PM PDT.
Stk # 23BZ236 2023 Chevrolet Blazer (1NR26) AWD 4dr LT w2LT (Complete)

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver.

Tire Pressure Monitor (Does not apply to spare tire.)

Tire Fill Alert provides audible alerts outside the vehicle when inflating an under inflated tire to the recommended tire pressure (Does not apply to spare tire.)

Horn, dual-note

3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit
Motor Pool Vehicle Replacement Evaluation Sheet

Vehicle #: 2015-11  Age: 8  Miles/Hours: 108,687

1. Years of Service
   Score 1: Vehicle age is more than 2 years prior to replacement schedule
   Score 2: Vehicle age is 2 years prior to replacement schedule
   Score 3: Vehicle age is in line with replacement schedule
   Score 4: Vehicle is 1 year past replacement schedule
   Score 5: Vehicle is 2 or more years past replacement schedule
   Score 3

2. Mileage/Hours
   Score 1: Vehicles mileage/hours are 15% below replacement schedule
   Score 2: Vehicles mileage/hours are 10% below replacement schedule
   Score 3: Vehicle is within 5% of replacement schedule
   Score 4: Vehicles mileage/hours are 10% past replacement schedule
   Score 5: Vehicles mileage/hours are 15% or more past replacement schedule
   Score 4

3. Maintenance/Repair Costs
   Score 1: Preventative and routine maintenance only
   Score 2: Service and repairs less than $500 annually
   Score 3: Service and repairs $500-$1000 annually
   Score 4: Service and repairs $1000-$2000 annually
   Score 5: Service and repairs more than $2000 annually
   Score 3

4. Type of Service
   Score 1: Vehicle is a back-up vehicle
   Score 2: Vehicle is job specific, but not used daily
   Score 3: Vehicle is used on a regular basis
   Score 4: Vehicle is front line or is assigned a daily route
   Score 5: Vehicle has specific duty, only vehicle of type in fleet, or is emergency vehicle
   Score 3

5. Overall Vehicle Condition
   Score 1: Vehicle body is in good condition
   Score 2: Minor body damage; dings, scratches, minor interior wear
   Score 3: Visible damage with repair costs less than $1000.
   Score 4: Damage over $1000 but less than half replacement value
   Score 5: Damage in excess than half vehicle replacement value
   Score 3

Overall Score 16

*A total score over 15 qualifies vehicle for replacement*
Motor Pool Vehicle Replacement Evaluation Sheet

Vehicle #: 2014-09  Age: 9  Miles/Hours: 114,409

1. Years of Service
   Score 1: Vehicle age is more than 2 years prior to replacement schedule
   Score 2: Vehicle age is 2 years prior to replacement schedule
   Score 3: Vehicle age is in line with replacement schedule
   Score 4: Vehicle is 1 year past replacement schedule
   Score 5: Vehicle is 2 or more years past replacement schedule
   Score 4

2. Mileage/Hours
   Score 1: Vehicles mileage/hours are 15% below replacement schedule
   Score 2: Vehicles mileage/hours are 10% below replacement schedule
   Score 3: Vehicles mileage/hours are within 5% of replacement schedule
   Score 4: Vehicles mileage/hours are 10% past replacement schedule
   Score 5: Vehicles mileage/hours are 15% or more past replacement schedule
   Score 5

3. Maintenance/Repair Costs
   Score 1: Preventative and routine maintenance only
   Score 2: Service and repairs less than $500 annually
   Score 3: Service and repairs $500-$1000 annually
   Score 4: Service and repairs $1000-$2000 annually
   Score 5: Service and repairs more than $2000 annually
   Score 3

4. Type of Service
   Score 1: Vehicle is a back-up vehicle
   Score 2: Vehicle is job specific, but not used daily
   Score 3: Vehicle is used on a regular basis
   Score 4: Vehicle is front line or is assigned a daily route
   Score 5: Vehicle has specific duty, only vehicle of type in fleet, or is emergency vehicle
   Score 3

5. Overall Vehicle Condition
   Score 1: Vehicle body is in good condition
   Score 2: Minor body damage; dings, scratches, minor interior wear
   Score 3: Visible damage with repair costs less than $1000
   Score 4: Damage over $1000 but less than half replacement value
   Score 5: Damage in excess than half vehicle replacement value
   Score 3

Overall Score 18

*A total score over 15 qualifies vehicle for replacement*
TO: Ashley Latsch, City Manager
FROM: Char Seise, Community Affairs Manager
DATE: 7/12/2023
SUBJECT: Michigan Arts and Culture Council (MACC) Mini-Grant Application

MACC offers a variety of grant opportunities for organizations that support the arts, including capital improvement grants, project grants and mini-grants. There is currently a mini-grant available with applications due August 3rd. The maximum amount of the mini-grant is $5000, with a 4:1 match from the applicant.

Since this was the first time submitting a grant from this particular fund, I reached out to request some guidance. Initially I had planned to apply for marketing dollars to promote the Encounter the Arts event, but timing for that project was too close to the funding award date. After some deliberation, it was determined that we should apply for a mural project. Since rebranding, we have had plans to complete a mural in the back stairwell of the facility.

Our intent is to engage a local muralist that will work with Grand Haven Public School students as apprentice’s in this project. The student artists will be selected by their art teacher to work with the selected artist on the concept, design and creation of the mural. This collaborative art project will provide a learning environment for local students to work with a professional muralist and create a public piece of art for the community’s enjoyment.

The mural project was included as part of our approved budget for this fiscal year. Attached is a draft copy of the grant narrative. The final document is not available until the application is completed.

I respectfully request City Council’s approval of a grant application to the Michigan Arts and Culture Council mini-grant program, to fund a mural project in an amount not to exceed $4,000.00, with a required $1,000 match.

Attachment: Draft Grant Narrative
PROGRAM DETAIL
The applicant is the City of Grand Haven and the facility that the project will be completed is Central Park Place, f.k.a. the Grand Haven Community Center. Located at 421 Columbus Ave. the facility was built in 1966. Through the efforts of forward-thinking community members that recognized the importance of arts, culture, and community gathering spaces, a challenge grant was made available from the Loutit Foundation and matched 2:1 by the community.

Central Park Place is a 10,000 square feet of facility and includes a ballroom, catering kitchen, gallery meeting spaces, and a 181-seat performance theatre. In 2007, the facility went through a major renovation and addition, which modernized the facility. The space is utilized for a variety of private and public events, such as weddings, corporate meetings, public forums, health fairs, artisan markets, school staff trainings, art shows, music recitals, concerts, and theatre performances.

Our facility is the only facility of its kind in the area. After the pandemic, the cost of the building’s operation became the city’s largest deficit. Staff worked diligently to present a solution to elected officials for preserving this valuable community asset, and their efforts culminated in the rebranding of the Grand Haven Community Center to the newly named Central Park Place. The re-brand included independent social media outlets and the development of a website that allows marketing the facility as an art, events, and community venue. In October of 2022, the grand re-opening took place with, “Encounter the Arts”, an event that allowed the community to engage in a variety of arts activities and performances from local, regional, and national artists.

As part of these efforts to intentionally re-engage the arts, we developed the mural project concept as a way to engage youth and professional artists in a creative story telling process, that will engage the public and create a higher level of awareness of the arts to the community. Staff has been diligently working with retired arts teacher Martha Alexander (and current board member), along with Irene Sipe, current art teacher in Grand Haven Public Schools to make this project possible. With their knowledge and expertise, we will create a youth public engagement component for the collaborative work of this project, that will have lasting impact on the youth, artist and community. An artist has been identified for this project, one that has extensive mural experience and was the thought leader behind the youth apprentice component of our project.

We are requesting a grant to complete a Community Mural Project, engaging a professional muralist and apprentice youth artists from Grand Haven Public Schools. Our Community Mural Project when complete, is intended to utilize art to create a destination adventure for residents, visitors and guests.

PLANNING AND IMPLEMENTATION
Upon receipt of funding for this project, a public engagement meeting will be planned with local youth, Grand Haven Public School art staff, and the artist, to define the story that will be told to the public through the mural project.
The city’s Finance Director will oversee all expenditures of the project and the Community Affairs Manager will oversee the day to day facilitation of the project. The Community Affairs Manager’s office is located in the building where the mural will be created.

The project timeline below is an estimate. Coordination will be done upfront with the artist, teachers and students engaged to complete the project within the schedule below.

**Project Timeline:**
October 2, 2023-Selection of student apprentices
October 9, 2023-Meeting with artist, teachers and student apprentice
October 23, 2023-Mural concept presentation to Central Park Place Board
October 24, 2023-Work begins
7/31/2024-Project Complete

**COMMUNITY IMPACT:**
Central Park Place is the only facility of its kind in the tri-cities (Grand Haven, Spring Lake and Ferrysburg. Although there are collaborative artist groups and high school performing arts centers, our facility offers a space for public engagement with the arts and is free and open to the public to enjoy. While we do have scheduled paid performances, we do host a variety of first Friday artist receptions and have space available for art instruction. Local theatre group Central Park Players has been performing in the theatre since it opened in 1966 and the city has a long history of emphasizing the importance of the arts in our community.

Besides performances, the center is the host site for expos, leadership trainings, staff development, business meetings, wedding receptions and art shows. Central Park Place is a community gathering space where children experience their first art show or theatre performance, creating memories that last a lifetime. The center is the host site of independent artists and two collaborative art shows with local groups, Lakeland Painters and Lakeshore Visual Arts Collaborative. These local groups have been instrumental in providing local artists opportunity to display their talent in the gallery space.

In the fall of 2023, we will be a partner in a variety of arts activities including, co-host of the Manhattan Short Film Festival in partnership with Loutit District Library. Host site of the International Society of Exploratory Arts 2024 conference, and the Tri-Cities Miniatures Museum display of the recently acquired Baker Collection.

We provide space for local elementary and middle school art shows, displays of art created through the beach clean-up project, utilizing trash to create art as well as local home school groups. This facility is fundamental in providing space for all genres of art.

Far beyond simple beautification, artist-community collaborative murals strengthen communities as a bridge building exercise that brings together all ages to project their collective voice. When neighborhoods, residents, arts organizations, schools and other organizational communities collaborate with an artist/designer, they can together create an impressive, impactful, professional art with relevant content that is co-created.
PROJECT GOAL:
Create a collaborative mural project, engaging apprentice youth, community and a professional artist.

PROJECT OUTCOME:
A mural project will be completed in the Northeast section of the facility.

PROJECT EVALUATION:
Surveys will be conducted with artists, patrons and school staff to evaluate the overall success of the project, it’s impact on the community and those that participated. Continued feedback will be requested through visits, surveys and social media.

PROOF OF COST:
The cost estimate of this project is $5,000

SUPPLEMENTAL MATERIAL

- Resume of artist (waiting for response)
- Artist Samples (waiting for response)
Attachment C
TO: Mayor, and City Council

FROM: Ashley Latsch, City Manager

DATE: 7/11/23

SUBJECT: HDR Task Order 004

HDR Task Order 004 will authorize support in communications and engagement as it relates to the Renew Harbor Island project.

As we continue to collect data and progress towards remediation alternatives, it is an imperative time for us to boost our communication efforts with the public. With limited staff time, this authorization will help us to build capacity. Per this task order, HDR would assist in developing a new website, content creation, calendar and data dashboards, press release development, among other services.

I recommend that we move forward in approving this task order; we have adequate funding within our Harbor Island fund.
Change Order 003 for Task Order 004

This Change Order pertains to an Agreement by and between the City of Grand Haven, Michigan, (“OWNER”), and HDR Michigan, Inc. (“ENGINEER”), dated March 6, 2023, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Change Order shall not be binding until it has been properly signed by both parties. Upon execution, this Change Order shall supplement the Agreement as it pertains to the project described below.

Change Order Number: 003
Task Order: 004

Project Name: The City of Grand Haven, Michigan Harbor Island Environmental Services

Part 1.0 Project Description

As HDR continues to support the City of Grand Haven (City) with Strategic Communications related to the Former JB Sims (JBS) Generating Station at Harbor Island, This Change Order 003 will include the following tasks as a continuation of our services:

<table>
<thead>
<tr>
<th>Task #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 13</td>
<td>Website</td>
</tr>
<tr>
<td>Task 14</td>
<td>Engagement Support</td>
</tr>
</tbody>
</table>

This Change Order (CO #003) covers website and engagement support and activities through March 2024, as detailed below.

Part 2.0 Scope of Services

Task 13.0 Website content and re-design for Renew Harbor Island - City of Grand Haven

HDR’s Digital Engagement Team will re-design the Harbor Island site to become an interactive, user-friendly, accessible website specific to the Renew Harbor Island project to share information, educate stakeholders and communities, provide community engagement opportunities, and integrate with other digital communication channels and media as needed. Our subject matter experts will work closely with our in-house communication specialists, web designers, and developers to create a website that combines engaging design, interactive elements, and technically sound content for users and devices.

Website features will include:

- Up to five (5) informational pages (Home, About – including History and contacts; FAQs & Definitions, Published News Reports, and Resources)
- Integrated Contact Us form

HDR’s website design and development process:

1. Conduct a website planning meeting (see below)
2. Develop preliminary content document and website sitemap
3. Develop an interactive design mockup based on the content document/sitemap
4. Provide a staging site for testing and review based on the design mockup
5. Launch final website
6. Provide Google Analytics Dashboard link
7. Provide up to two (2) website content updates per month through March 31, 2024

Proposed Website Meetings:

1. Website Planning Meeting – up to three (3) HDR staff, one (1) hour
   a. The purpose of this meeting is to outline content needs, goals, and required features.
   b. The information gathered will help HDR develop content and create the website wireframe and mockup.
2. Draft Mockup Review - up to three (3) HDR staff, one (1) hour
   a. The purpose of this meeting is to walk through the draft website mockup and gather feedback on brand compliance, design aesthetic, content display, and usability.
   b. The feedback gathered will be incorporated into a final mockup, which will be sent as an interactive link to the project team for a final review.

Accessibility Statement
HDR’s Digital Engagement Team is committed to providing a high level of accessibility as outlined in WCAG 2.1 Level AA for HDR-created digital assets, including website code, documents, and videos. HDR uses the Siteimprove Accessibility Checker to identify and mitigate critical errors, where feasible. Instances where mitigation may not be fully mitigatable, or may require an alternative format, include embedded third-party content (for example, Esri or Google Maps, forms and surveys, and embedded video services, etc.), links to documents or media not created by HDR, and strict brand requirements that do not achieve contrast minimums. Some Siteimprove errors may not require mitigation dependent on the context and validity of the error to the experience of the user. HDR cannot provide certification of accessibility compliance and recommends using a certified accessibility firm to provide an audit of the website if certification is required.

Deliverables:
- A draft and final content document
- A draft and final website design mockup, presented in a Draft Mockup Review meeting and delivered in Figma
- A password-protected staging website for review
- A final website ready for launch
- Website maintenance for one (1) year (up to one (1) hour per month. Includes ongoing accessibility remediation)
- Up to four (4) content documents (updates) through December 2023

Schedule:
- Notice to Proceed (NTP) from the City of Grand Haven ~July 17, 2023
- Internal Kick-Off end of July 2023
- Site design by the end of August 2023
- City check-in call by September 2023
- Internal check-in call following City call, September 2023
- Site build by the beginning of October 2023
- Client review meeting October 2023/November 2023
- Management/update through March 2024
Assumptions:

- **Website will be built in the latest version of the ConcreteCMS** content management system (CMS), a Free and Open Source (FOSS) system under the MIT software license. ConcreteCMS system requirements are detailed [here](#).
- **HDR provides domain and web hosting.** HDR will purchase the necessary domains and will provide website hosting for this contract. Domains associated with this contract will be purchased through Hover and will be subject to Hover's [Terms of Service](#). The website files and databases will be hosted on HDR’s VPS through Veerotech Systems, LLC. Website files and associated databases will be subject to Veerotech’s [Terms of Service](#).
- HDR assumes the website will be hosted on HDR’s VPS for the duration of the website’s live-time. If the client requests a migration of the website to another server, a contract amendment will be required if not initially accounted for in the scope and budget.
- HDR assumes that each of the review periods will not exceed one (1) week.
- Client understands that the content document and design mockup will act as a blueprint for the website. Significant changes or additions made after development has begun may be considered out of scope.
- Client will provide images, logo files, color palettes, and branding standards as available.
- Client will provide required text, documents, and other files as requested by HDR.
- HDR is not responsible for creating new GIS data unless included explicitly in the scope.
- If existing high-res imagery is not available, purchasing licensed stock images or retention of a photographer is not included in this scope of work and would require additional costs not covered in this contract.
- HDR will utilize the free version of the [Gtranslate](#) auto-translation tool if website content translation is required. Managed translation services such as Gtranslate or Weglot’s paid plans, or manually translated content managed on separate page versions are considered outside of scope.
- HDR uses the SiteImprove Accessibility Checker to identify and mitigate critical errors, where feasible. Instances where mitigation may not be fully mitigatable, or may require an alternative format, include embedded third-party content (for example, Esri or Google Maps, forms and surveys, and embedded video services, etc.), links to documents or media not created by HDR, and strict brand requirements that do not achieve contrast minimums. Some Siteimprove errors may not require mitigation dependent on the context and validity of the error to the experience of the user. HDR cannot provide certification of accessibility compliance and recommends using a certified accessibility firm to provide an audit of the website if certification is required.
- Google Analytics will be used to track website usage. Access can be granted directly to a client-owned Google account. If the client requires users to consent to the usage of cookies, Google Analytics results will not reflect data from users who have opted not to accept the use of cookies in their browsers.
- HDR cannot guarantee uptime or performance of third-party services used, such as external email services, Google services, Esri services, survey engines, or external content that is framed into the site.
- The client will provide accessibility and data privacy policy statements to HDR for inclusion on the website, as needed.
- HDR’s website will support Edge, Chrome (desktop and mobile), Firefox, and Safari (desktop and mobile).
- HDR will use a non-enterprise account Jotform to create, update, house responses and distribute online surveys. Data gathered through each survey is hosted by Jotform and subject to Jotform's [Terms of Use](#).
Depending on feature and data requirements, interactive maps will be created with Google Maps Javascript API.

The Google Maps API-based map is subject to usage-based fees per map load exceeding 28,500 loads. HDR will input an HDR-owned credit card in Google’s Cloud Console to enable the API. Each individual KML must not exceed 10MB uncompressed. Data must be provided as or converted to a KML or KMZ format. Each KMZ must not exceed 2MB. Basemaps are limited to Google-created map tiles. Specialized line types (directional arrows, dashes, etc.) are not possible.

Task 14.0 Engagement Support
HDR will provide engagement support for the Renew Harbor Island project. Activities will include media and social media management, comment management, general outreach and education activities, public meetings, and project communication tool management (email, hotline).

Assumptions:
- HDR will produce content from July 2023-March 2024 for one (1) Facebook and one (1) Twitter social media channel for the project, with up to three (3) posts a week. It is assumed that Grand Haven will provide regular updates and other materials for HDR to use as a reference to generate these social media posts. It is assumed Grand Haven will provide photos, when appropriate. Grand Haven will post the content to their existing Facebook and Twitter accounts.
- HDR will produce up to six (6) monthly social media editorial calendars and associated content.
- HDR will provide up to six (6) monthly social media monitoring reports.
- HDR will provide up to 20 hours (five (5) hours per quarter) of media support through press releases, and media alert development; City is responsible for media management/distribution.
- HDR will set up a project email account.
- HDR will develop a communication and comment management tracker/database through Excel. Should Grand Haven seek a more robust comment management system, an amendment to the contract can be initiated.

Deliverables
- One (1) Facebook page
- One (1) Twitter page
- Up to three (3) content posts weekly, contingent upon Grand Haven news to share.
- Six (6) monthly social media editorial calendars/graphics
- One (1) project email account
- Six (6) social media reports
- Two (2) quarterly comment/communications reports

Meetings
- One (1) kick-off meeting with Grand Haven to establish social media expectations and timelines.
- Two (2) as-needed meetings to address relevant issues that need specific attention (i.e., crisis).

Schedule
- Monthly social media editorial calendar and reporting (August 2023– March 2024)
Part 3.0 Owner’s Responsibilities

- Designate a point of contact for media relations and management.
- Participate and attend CAG and public meetings.
- Provide information for updates to Renew Harbor Island website and social media.
- Communicate releases of public information pertinent to Harbor Island to HDR Project Manager ahead of release.

Part 4.0 Periods of Service

HDR anticipates completing these tasks by 03/31/2024 based on authorization date of July 18, 2023.

Schedule

HDR anticipates a Notice to Proceed for these tasks at the July 17, 2023, City Council Meeting.

Part 5.0 Engineer’s Fee

The Engineering Fee presented below is based on the 2021 Rate Schedule previously provided by HDR to the City of Grand Haven with a 3% escalation rate to determine 2022 billing rates.

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<th>Task Description</th>
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PART 6.0 OTHER

None.

This Task Order is executed this __________ day of ___________, 20__.

THE CITY OF GRAND HAVEN

"OWNER"

BY: __________________________
NAME: ________________________
TITLE: _______________________  
ADDRESS: _____________________

THE CITY OF GRAND HAVEN

"ENGINEER"

BY: Khaled Soubra, PhD, PE, LEED AP
NAME: Vice President, Area Manager
TITLE: _______________________  
ADDRESS: 1000 Oakbrook Drive, Suite 200
Ann Arbor, MI 48104-6815
TO: Mayor, and City Council

FROM: Ashley Latsch, City Manager

DATE: 7/11/23

SUBJECT: Annex RFP

The city is in possession of a property located at 18 N 5th Street, otherwise referred to as the Annex Building. Historically, this facility was the City’s old fire barn. Most recently, the City leased out a portion of the facility for outside use, however, the facility is now vacant.

The building was built around 1936 and the space breakdown is roughly as follows:

- Office Space: 7,800 sq.ft.
- Basement: 1,000 sq.ft.
- Garage: 5,200 sq.ft.

As is typical with old buildings; the exterior is aesthetically appealing, but is in need of significant repair. Our facilities staff has anticipated approximately $400,000 in repairs (roof, HVAC, paint, brick repair, etc.) over the next 3 years alone. The anticipated capital improvements, as well as the ongoing maintenance have become prohibitive for the City in times of budget constraints.

Earlier this year, we had dialogue with the Board of Light and Power about potentially purchasing the property. Ultimately it was deemed that the property was not a good fit. In their evaluation of the proposition, BLP staff was intentional and considerate in allowing us access to the environmental assessments that they funded and completed. Because of that assistance, we are better positioned for sale.

It is my recommendation that we release an RFP for sale of the Annex Building, without restriction, but offering preference on our evaluation matrix for those proposals that save the facade of the building. I would anticipate the following schedule;

- Release of the RFP, Tuesday July 18th
- Submissions Due, Wednesday August 23rd
- Work Session Presentations, Monday September 4th
- Council Selection to Proceed with a Buy-Sell Agreement, Monday September 18th
REQUEST FOR PROPOSALS
ANNEX BUILDING
18 N 5TH STREET
Request for Proposals for the Purchase and Development of City Property

The City of Grand Haven is seeking proposals for the purchase of a City owned parcel with an approximately 14,000 square foot building (commonly referred to as the Annex) at 18 N 5th Street. The Annex building is located in proximity to other municipal and office facilities, and is currently zoned as Civic Center.

Proposals for the purchase of the property must be accompanied with a plan for development of the property. Permitted uses can be found within the City's zoning ordinance.

A complete proposal shall include the following information:

- Purchase price offered;
- Identification of development partners/team;
- Examples of similar projects completed;
- Proposed use and related square footages;
- A rendering of the proposed development;
- Estimated investment and/or potential job creation;
- Any economic incentives being requested; and
- An estimated timeline for project completion.

Upon submission of proposals, select development teams will be invited to present their proposals to City Council at a public meeting on September 4th. At a later date, Council will select a proposal and development team to move forward with, and a purchase agreement will be drafted.

It is the responsibility of the proposer to comply with all zoning requirements and to review all environmental studies and site conditions related to the property, which are available for review at City Hall. Preference will be given to proposals that incorporate saving the existing façade.

The City reserves the right to accept or reject any proposal. The selected proposals, as mentioned above, must be approved by City Council. This RFP may not contain all matters upon which an agreement must be reached.

Any questions regarding this request should be addressed to Ashley Latsch, City Manager, at 616-847-4888 or alatsch@grandhaven.org.
TO: Mayor, and City Council

FROM: Ashley Latsch, City Manager

DATE: 7/11/23

SUBJECT: Snug Harbor Extension

Long time tenants Steve and Carole Loftis are seeking an extension of their current Lease Agreement with the City for the operation of Snug Harbor.

Snug Harbor employs over 60 people annually, and has operated on our waterfront for over 30 years. Steve and Carole Loftis have been ideal tenants, partnering to improve the site, and with overall greater contributions to the Grand Haven community through their volunteerism and philanthropy.

Loftis’ has invested over $400,000 in capital improvements to the building through his previous two extensions, that greatly enhance the longevity (and appearance) of the facility. These are improvements that the city would realize if the tenant were to ever terminate or vacate the agreement.

As the Loftis’ evaluate their future plans, they are seeking modification to the existing agreement:

- The lease would be revised to be between the City and Snug Harbor Company versus Steve and Carole Loftis directly.
- The current agreement runs through 2031. The proposed change is to extend through 2033, an additional 2 years in order to accommodate other minor modifications. The overall term is 10 years, with a renewal option.
- Base rent would increase upon execution by roughly 35%.
- Tenant will pay an additional $400 per season for the outdoor dining space.
- Tenant Agrees to make $25,000 in improvements over the term.
- Inflationary increases are incorporated throughout the extent of the agreement.
- Tenant would now have the ability to assign the lease to a purchaser of the Snug Harbor Business with consent of the City Council.

<table>
<thead>
<tr>
<th>Terms</th>
<th>Previous</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lessee</td>
<td>Steve &amp; Carole Loftis</td>
<td>Steve &amp; Carole Loftis</td>
<td>Snug Harbor Company</td>
</tr>
<tr>
<td>Term</td>
<td>2016-2025</td>
<td>2021-2031</td>
<td>2023-2033</td>
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<tr>
<td>Monthly Base Rent</td>
<td>$1,810 (2016-2025)</td>
<td>$1,923 (2021-2031)</td>
<td>$3,000 (2033-2033)</td>
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<tr>
<td></td>
<td>$7.03 sq ft</td>
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<tr>
<td>CPI</td>
<td>Inflation or 4%</td>
<td>Inflation or 4%</td>
<td>Inflation or 3%</td>
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<tr>
<td>Improvements</td>
<td>$125,000 ($10,416 per year)</td>
<td>$145,000 ($14,500 per year)</td>
<td>$25,000</td>
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<tr>
<td>Taxes/Utilities/Maintenance</td>
<td>YES</td>
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</tr>
<tr>
<td>Deck Fee</td>
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</tr>
</tbody>
</table>

- 2024 taxes est. $14,409.05
Other terms of the agreement would remain unchanged. Loftis is responsible for all costs associated with utilities, insurance, maintenance and property taxes for the building.

City Attorney Ron Bultje participated in negotiations and drafting the renewal. The renewal affords the tenant greater flexibility while increasing rental revenue for the City. At this time, staff recommends approving the lease extension and modifications.
LEASE AGREEMENT

This Lease Agreement (the “Agreement”) is made as of July 17, 2023 between the City of Grand Haven, a Michigan municipal corporation, of 519 Washington Avenue, Grand Haven, MI 49417 (the “City”), and Snug Harbor Company, a Michigan for profit corporation, whose address is 311 S. Harbor Drive, Grand Haven, MI 49417 (the “Lessee”).

RECITALS

A. The City owns real property and improvements located at 311 S. Harbor Drive in the City which are more particularly described and depicted in Exhibits A and B (the "Leased Premises").

B. The Lessee occupies and uses the building and improvements on the Leased Premises as a restaurant and desires to renew its lease with the City.

TERMS AND CONDITIONS

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

1. **Lease.**
   The City leases the Leased Premises to the Lessee in accordance with the terms and conditions of this Agreement.

2. **Term.**
   A. The lease term shall commence on October 31, 2023 and terminate at 11:59 p.m. on October 31, 2033 (10 years), unless extended as provided below.

   B. No later than December 31, 2032, the Lessee shall, if not in breach of this Agreement, have the right to request, by a written notice to the City, that the City enter into a new lease agreement with respect to the Leased Premises which shall be identical to the terms of this Lease Agreement (including the base rental as adjusted in accordance with this Agreement, except that the new lease shall include a new 10-year term and any dates in this Agreement shall be appropriately revised "New Identical Lease"). If the City elects to enter into a New Identical Lease, the City shall prepare and execute such New Identical Lease within 90 days after receipt of the Lessee’s written notice. If the City fails to prepare and execute a New Identical Lease within that 90-day period, then the Lessee shall have the option, at any time during the remainder of the Lease Term, by a written notice to the City, to either again request that the City enter into a New Identical Lease, or to negotiate a new lease agreement.
3. **Rent.**

   A. Beginning October 1, 2023, the Lessee shall pay to the City monthly base rent of $3,000, with annual inflation increases each October 1 for the initial 10-year term, through July 31, 2033.

   B. Beginning October 1, 2023, the Lessee shall pay an additional $400 annually to the City for the addition of the patio and outdoor dining space.
For purposes of this Agreement, “annual inflation rate increases” are defined as the lesser of the annual inflation rate multiplied by the then current rent amount, or three percent multiplied by the then current rent amounts. The rent shall be increased as of October 1 of each year beginning in 2024. The “annual inflation rate” shall be the most recent annual inflation rate established by the Michigan State Treasurer to set taxable value increases (also known as the annual “multiplier”), as provided by Section 34 of Public Act 206 of 1893, as amended. It is the parties’ intent that the annual rent increase is to reflect the formula for taxable value increases adopted by Public Act 415 of 1994, commonly referred to as Proposal A, as amended.

C. Rent not paid by the 10th day of the month for which it is due shall be subject to a late fee of five percent of the rent due. In addition to the late fee, rent not paid by the 30th day of the month in which it is due shall bear interest at the rate of 1.5 percent per month, or the portion of a month the rent is paid after the first day of the month in which it is due.

4. **Quiet Enjoyment.**
   
   If the Lessee pays the rent and complies with the terms of this Agreement, the Lessee shall have peaceful and quiet enjoyment of the Leased Premises.

5. **Use of Leased Premises.**
   
   A. The Lessee may use the Leased Premises only as a public restaurant and for no other purpose. The Lessee shall utilize the Leased Premises in a clean, wholesome, and lawful manner and in compliance with all governmental laws, ordinances, rules, regulations, and orders affecting the Leased Premises or any use of the Leased Premises. The Lessee shall not use or permit to be used any part of the Leased Premises for any disorderly or illegal purpose or for any dangerous, noxious, or offensive trade or business and will not cause, maintain, permit, or allow any nuisance in, at, or near the Leased Premises. No sexually oriented business or entertainment shall be conducted or offered on the Leased Premises. The Lessee will not commit or permit to be committed any waste upon or damage to the Leased Premises. By way of example and not limitation, the Lessee shall comply with all zoning regulations relative to employee and patron parking and shall obtain all necessary approvals in order to so comply.

   B. The Lessee shall comply with the Michigan Liquor Control Act, Public Act 5 of 1998, as amended, and all rules and regulations of the Michigan Liquor Control Commission. The Lessee shall exercise all reasonable care to ensure that beverage containers will not be removed from the deck area to adjoining public areas. In addition, the Lessee shall comply with local ordinances for outside amplification of sound or live music on the deck area.
C. Regardless of any other provision of this Agreement, alcoholic beverages shall be served, if at all, only during such times as (i) are established pursuant to the Michigan Liquor Control Act, as amended, and the regulations promulgated thereunder, and (ii) food is available to patrons on the Leased Premises.

D. Except for reasonable quantities of cleaning solvents and products which shall be used and stored in compliance with all applicable laws, the Lessee shall not cause or permit any Hazardous Substances, as defined below, to be released, stored, produced, emitted, or disposed of upon, about, or beneath the Leased Premises by the Lessee or by its agents, sublessees, employees, or contractors.

I. "Hazardous Substance" includes any material or substance: (i) defined as a hazardous or toxic substance or a hazardous waste pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §9601 et seq., the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, the Federal Resource Conservation and Recovery Act, 42 USC §6901, et seq., or rules and regulations promulgated under any of those statutes; (ii) containing polychlorinated biphenyls (PCBs); (iii) containing asbestos; (iv) containing radioactive material, flammable explosives, or biological material, the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, or policy; or (v) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, or ordinance.

II. The Lessee shall hold the City (including for purposes of this provision, its officers and employees) harmless from, indemnify the City for, and defend (with legal counsel reasonably acceptable to the City) the City against any and all costs, losses, liability, damages, and expenses, including costs associated with administrative and judicial proceedings and attorneys' and consultants' fees, suffered or incurred by the City which result from or are predicated upon the presence upon, about, or beneath the Leased Premises of any Hazardous Substances or of any chemical substance requiring remediation under any federal, state, or local statute, regulation, ordinance, or policy and which are caused by the Lessee or its employees, agents, or officers or which occur during the term of this Agreement, unless caused by the acts of the City's employees or agents. The Lessee's obligations under this section shall survive the expiration or termination of this Agreement.

III. The Lessee shall promptly provide the City with a copy of any letter, inquiry, demand, or complaint the Lessee receives from any state or federal official, agency, authority, or other third party regarding the release or threatened release of Hazardous Substances on, into, upon, or from the Leased Premises. The Lessee shall provide the City with copies of any notifications of releases of Hazardous Substances,
which are given by or on behalf of the City or the Lessee to any federal, state, or local agencies or authorities with respect to the Leased Premises.

6. **Assignment and Subleasing.**
   Lessee shall have the right to assign this Agreement to a bona fide purchaser/assignee of the Snug Harbor business, provided that the terms and conditions of this Agreement shall remain unchanged (unless otherwise mutually agreed to by the proposed assignee and the City), and provided further that any such assignment shall be with the prior written review of the City Manager and the affirmative consent of the City Council, which consent shall not be unreasonably withheld.

7. **Acceptance of Premises.**
   The Lessee accepts the Leased Premises "as is" and acknowledges that the Leased Premises are in satisfactory and acceptable condition.

8. **Taxes and Assessments.**
   The Lessee shall pay all personal property taxes assessed against the property owned by the Lessee which is located on the Leased Premises and is assessable for personal property tax purposes. The Lessee shall also pay any real property taxes levied against the Leased Premises or any taxes levied on the personal property tax roll against the leasehold interest. All such taxes shall be paid on a timely basis (i.e., before the date on which they can no longer be paid without penalties or interest). The Lessee shall also timely pay special assessments levied against the Leased Premises (i.e., each installment shall be paid prior to the date it can no longer be paid without penalties, added interest, or delinquency).

9. **Utility Services.**
   The Lessee shall timely pay (i.e., before the day on which they can no longer be paid without penalties and interest, before the day on which they are called delinquent, or before the day on which nonpayment may result in termination of such services, whichever occurs first) payments for all gas, electricity, water, sewer, cable television, telephone, fiber optic, DSL, and all other public utilities used or consumed on the Leased Premises during the term of this Agreement. The Lessee will have all such utilities provided in its own name and make all required deposits. All such public utilities shall be metered by the Lessee’s own meters. The Lessee will not, during the term of this Agreement, permit any lien upon the Leased Premises on account of nonpayment of utility charges and will indemnify and hold the City free and harmless from the payment of any utility charges.

10. **Repairs and Maintenance.**
    During the lease term the Lessee shall, at its sole expense, perform all remodeling, repairs, and maintenance necessary to keep the Leased Premises in a condition as good as it is at the commencement date of the Agreement, reasonable wear and tear excepted. Without limiting the
generality of the preceding sentence, the Lessee shall be responsible for all maintenance and repairs, all trash storage and removal, snow removal, all landscaping and care of the grounds of the Leased Premises, and all building maintenance for the building improvements on the Leased Premises.

11. **Renovations and Improvements.**
   
   A. The Lessee shall improve and remodel the Leased Premises with its own funds and with no reimbursement from the City.

   B. Plans and specifications for the improvements in subsection (A) must be submitted to, and are subject to the approval of, the City Manager, which for the purposes of this Agreement shall include his/her designee, prior to the commencement of such improvements. The Lessee shall comply with all laws, ordinances, regulations, and orders of all public authorities relating to any construction, remodeling, or alterations to the building improvements on the Leased Premises.

   C. The Lessee agrees to make physical improvements to the leased property at a total cost of $25,000.00 over the initial 10-year term. The City acknowledges that these improvements increase the value of the Leased Premises, and the City has adjusted the rent to reflect the Lessee’s obligation to undertake such improvements. The Lessee agrees to perform the improvements no later than July 31, 2033. If the Lessee fails to do so by this date, the Lessee shall pay to the City any then-outstanding monthly rent amounts due under this Agreement, plus an amount equal to the entire rent due under this Agreement from its date of execution to December 31, 2038, in a lump sum, no later than November 30, 2038; each month thereafter, Lessee shall continue to pay rent in the amount of two times the then-current monthly rent rate as calculated according to Paragraph 3, until such time as the improvements are completed in a form and manner acceptable to the City. Upon completion of the improvements by the Lessee, in full compliance with this Agreement, the monthly rent paid to the City by the Lessee shall return to the then-current monthly rate as calculated in Paragraph 3.

   D. Any additional plans for improvements to or remodeling or alteration of the Leased Premises other than those listed in subsection (A) shall also be submitted to the City Manager for the City's prior written consent and shall be performed by a licensed contractor and according to a schedule approved in writing by the City.

   E. All trade fixtures and personal property placed on or in the Leased Premises which are not permanently affixed to the Leased Premises shall remain the property of the Lessee and the Lessee may remove such trade fixtures and personal property upon termination of this Agreement. The Lessee shall restore any portion of the Leased Premises damaged as a result
of or during the removal of any such trade fixtures or personal property to its condition prior to the installation of such trade fixtures or personal property.

F. All improvements placed on or in the Leased Premises which are permanently affixed to the Leased Premises and/or building improvements thereon shall remain the property of the City upon termination of the Agreement.

12. Liens.
   The Lessee shall not permit any mechanics, contractors, suppliers, or other liens to be filed against the fee of the Leased Premises or against the City's interest in the Leased Premises at any time or for any reason. The Lessee shall hold the City harmless from and indemnify the City against such liens. If any such liens are filed against the Leased Premises, the Lessee shall immediately take all actions needed to remove them. This paragraph is not to be construed as an admission by the City that such lien can properly be levied against the Leased Premises. The City may post the Leased Premises with a notice of non-responsibility necessary to protect the City and the Leased Premises from any such liens.

13. Signs.
   No signs shall be placed on or about the Leased Premises by the Lessee or any sublessee without the prior written approval of the City.

   A. The Lessee shall hold the City (including, for purposes of this provision, its officers and employees) harmless from, indemnify them for, and defend them against (all with legal counsel reasonably acceptable to the City) any demand, claim, loss, damages, award, judgment, fine, or penalty, resulting from the use or occupancy of the Leased Premises or negligent or wrongful acts of the Lessee or any of the Lessee's officers, employees, agents, servants, visitors, sublessees, or invitees on or about or related to the conduct of the Lessee's business or the condition of Leased Premises during the term of this Agreement, including any hold-over term or any extension thereof. No such matter may be settled or resolved without the City's prior written consent. The Lessee will further hold the City harmless from, indemnify it for, and defend it against (all with legal counsel reasonably acceptable to the City) any and all claims, costs, and expenses arising during the term of this Agreement from any breach of or default under this Agreement by the Lessee, or arising from any act of negligence of the Lessee, or any of the Lessee's partners, agents, contractors, employees, sublessees, or patrons in or about the Leased Premises; in case any action or proceeding is brought against the City by reason of any such claim, the Lessee, upon notice from City, shall defend the City with counsel reasonably satisfactory to the City.

   B. The City shall not be liable to the Lessee or to any other person or entity on or about the Leased Premises, including, without limitation, any licensee, invitee, patron, customer, or employee of the Lessee for any loss, damage, or injury sustained by them.
C. The Lessee shall, during the term of this Agreement, obtain and maintain, at its sole expense, policies of insurance meeting the requirements stated below. All such insurance policies shall name the City, including its officers and employees, as additional insureds, shall provide that the City shall be given at least 30 days' prior written notice for any cancellation, termination, or material change in coverage, and shall be placed with insurer’s qualified and registered to do business in the State of Michigan. The Lessee shall annually provide the City with copies of certificates of insurance showing the premiums on such policies to have been paid and shall, upon request, provide the City with copies of all such insurance policies.

I. Comprehensive general liability insurance covering the Leased Premises and all operations thereon (including dram shop liability) for injuries, death, or property damage and with limits not less than $1,000,000 per person and $1,000,000 per occurrence.

II. Fire and casualty extended coverage, including lightning, vandalism, and malicious mischief in an amount adequate to cover the entire value of the building, its improvements, personal property, fixtures, furnishings, equipment, and all alterations and improvements and contents thereon or therein.

III. The Lessee shall also maintain, with insurers legally privileged to provide such coverage in Michigan, all required workers' disability compensation insurance covering all personnel employed directly or indirectly at the Leased Premises.

15. Surrounding Property.
   A. The Lessee shall not do or permit any actions or occurrences which will in any manner damage or injure the lands and property surrounding the Leased Premises, including without limitation the Bicentennial Park owned by the City, or which will in any way interfere with the lawful use and enjoyment of such surrounding lands and property by the rightful possessors thereof and/or the general public. This provision shall not prohibit the Lessee from temporarily placing construction equipment and/or materials on such surrounding lands or property during the course of construction activities required or permitted under this Lease Agreement, but such construction staging shall be done in a reasonable and workmanlike manner and shall be subject to approval, in writing, in advance by City Manager and by any other lawful possessor of affected property. Minor damage to the areas immediately adjacent to the access drive as a result of snow removal operations shall not violate this provision, provided such damage is not unreasonable and is promptly repaired by the Lessee the following Spring.

   B. The City, through its City Manager, may require the Lessee to file a bond or other security, or maintain insurance, of a type and in an amount sufficient to cover any and all damage which may be caused to such surrounding lands and property by the Lessee or its agents, employees,
contractors, licensees, invitees, or sublessees. If any such damage occurs, the Lessee shall at its sole expense promptly repair the same and restore the affected lands or property to their original condition prior to the damage and shall indemnify and hold the City harmless from any and all liability for such damage or repair.

C. The City shall not during the term of this Agreement construct or place any permanent improvements including, without limitation, any building, landscaping, or vegetation, directly between the Leased Premises and the edge of the Grand River nearest the Leased Premises so as to obstruct or interfere with the view of the Grand River from the Leased Premises.

D. The Lessee covenants and agrees that it will keep a 50-foot-wide buffer area around the exterior of the building reasonably free from litter and trash. This covenant is not to impair the City's responsibility to maintain the landscape and walkway areas.

   A. In the event of any loss or damage by fire or other casualty for which the Leased Premises may be insured, all amounts payable upon any policy or policies of insurance covering the Leased Premises (but not the Lessee's trade fixtures and personal property) shall be paid to City. Within 10 days after such loss or damage, Lessee may notify City of its intention to repair the Leased Premises. If the Lessee does so, it shall, as promptly as possible except for delays due to acts of God, strikes, or other conditions beyond the parties' reasonable control, proceed to repair, rebuild, and replace the Leased Premises; City shall hold the insurance proceeds as trustee for disbursement to the Lessee upon presentation of invoices or other proper proof that the Lessee has incurred obligations in connection with such repairs, rebuilding, and replacement. All such repairs, rebuilding, and replacement shall be performed in compliance with the provisions of Paragraph 10.

   B. If the Lessee fails to so notify City within 10 days after such loss or damage, the City may, at the option of its City Council by resolution, either terminate this Lease Agreement or proceed to repair, rebuild, and replace the Leased Premises to the extent insurance proceeds are available.

   C. During the time in which either party is repairing, rebuilding, and replacing the Leased Premises, there shall be abatement of rent pro-rated to the extent the Leased Premises are not usable for the purposes intended for use prior to such loss or casualty. However, there shall be no such abatement of rent if the fire or other casualty was caused, in whole or in part, by the willful or negligent act of the Lessee or its employees, agents, contractors, licensees, invitees, or sublessees. If the insurance proceeds paid because of any fire or casualty are insufficient to rebuild and restore the Leased Premises to the condition which existed immediately before such fire or other casualty, then the Lessee shall bear the portion of the expense which is not covered by the insurance proceeds for rebuilding and restoring the
Leased Premises to the condition which existed immediately before such fire or other casualty.

D. Regardless of the foregoing, if any such fire or other casualty renders the Leased Premises completely untenantable or leaves the Leased Premises in a condition where it cannot with diligence be repaired in fewer than 180 days, then either the City or the Lessee may, at its option, terminate this Agreement and all obligations under this Agreement arising after the date of such fire or other casualty, in which event the City shall retain all of the insurance proceeds attributable to the Leased Premises only, and the Lessee shall be entitled to insurance proceeds attributable to trade fixtures, equipment, and personal property removable by the Lessee under Paragraph 11.

17. Access.
The City and its duly authorized agents shall have free access to the Leased Premises at any reasonable time for inspection of the Leased Premises or for preventing, abating, or stopping any nuisance or activity which violates this Agreement or any applicable law, or which the City Council, by resolution, may determine to be injurious to the reputation of City or the Leased Premises or unreasonably disruptive of the peace and dignity of City or its residents.

18. Restrooms.
The Lessee may restrict use of the restroom facilities located in the Leased Premises to Lessee’s employees and patrons.

19. Default.
The following constitute a default under this Agreement:

A. If, at any time, any rent, utilities, insurance premiums, or other charges and payments payable by Lessee pursuant to this Agreement are not timely paid and remain unpaid for 10 days after notice of default in performance.

B. If the Lessee fails to operate, maintain, remodel, or repair the Leased Premises as required by this Agreement and does not correct such failure within 30 days after notice of such failure from City to the Lessee, then, at its option, the City may terminate this Agreement, or the City may elect not to terminate this Agreement and the Lessee shall continue to be responsible for all obligations under this Agreement, including payment of rent, but neither the Lessee nor its customers, employees, or invitees shall be permitted to use the Leased Premises for any purpose.

C. If the Lessee fails to perform any of the covenants, conditions, or obligations in this Agreement for a period of 30 days after notice of such failure from City to the Lessee.
However, if the default is of such a nature that it cannot be cured within 30 days, the Lessee shall be given additional time to cure if the Lessee proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same.

D. If the Lessee repeatedly fails to perform as required in this Agreement and the City has provided written notice of such failure on two prior occasions, then the City may terminate this Agreement if the Lessee fails to correct within 10 days after a third such notice. If the Lessee repeatedly fails to perform and the City has provided written notice to the Lessee on three or more prior occasions, the City may terminate this Agreement upon written notice to the Lessee.

20. **Bankruptcy.**

A. If, after the commencement of the term of this Agreement: (1) the Lessee shall be adjudicated bankrupt or adjudged to be insolvent pursuant to the provisions of any state or federal insolvency or bankruptcy law; (2) a receiver or trustee of the property and affairs of the Lessee shall be appointed; (3) any assignment shall be made of the property of the Licensee for the benefit of creditors; (4) a petition shall be filed by or against the Lessee seeking to have the Lessee adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law and such petition shall not be withdrawn and the proceedings dismissed within 90 days after its filing; or (5) any execution or attachment shall be issued against the Lessee or any of its property, whereby the Leased Premises (including any improvements thereon) shall be taken or occupied or attempted to be taken or occupied by someone other than the Lessee, in any of these events the City may terminate this Agreement by written notice to the Lessee. However, if the order of court creating any of such conditions is not final by reason of pendency of proceedings or an appeal from such order, or if the petition shall have been withdrawn or the proceedings dismissed within 90 days after filing, then the City shall not have the right to terminate this Agreement so long as the Lessee performs its obligations under this Agreement.

B. If, as a matter of law, the City has no right on the Lessee’s bankruptcy to terminate this Agreement, then, if the Lessee, as debtor, or its trustee, wishes to assume this Agreement, in addition to curing or adequately assuring the cure of all the Lessee’s existing defaults under this Agreement (such assurance being defined below), the Lessee, as debtor, or its trustee, must also furnish adequate assurances of future performance under this Agreement (as defined below). Adequate assurance of curing defaults means the posting with the City of a sum in cash sufficient to defray the cost of curing such default. Adequate assurance of future performance under this Agreement means posting a deposit equal to one year’s rent, including all other charges to be paid by the Lessee under this Agreement, and means the use of the Leased Premises will comply with the terms of this Agreement.
C. In a reorganization situation under Chapter 11 of the Bankruptcy Code, the Lessee or its trustee must assume this Agreement or assign it within 120 days from the filing to the proceeding or they shall be deemed to have rejected and terminated this Agreement.

21. Hold-Over Term.
   If the Lessee continues to occupy the Leased Premises after the last day of the term of this Agreement and the City elects to accept rent, a tenancy from month to month only shall be created upon the same terms and conditions as provided in this Agreement unless the parties otherwise agree in writing. This provision shall not be construed as constituting any agreement or consent of the City to the Lessee remaining in possession beyond 11:59 p.m. of the last day of the term of this Agreement.

22. Surrender of Premises.
   The Lessee shall, on or before the last day of the term of this Agreement or upon any earlier termination of such term, surrender and yield up to City the Leased Premises together with all improvements, alterations, and additions thereto, pursuant to Paragraph 11.

23. Carefree Lease.
   The parties have entered into this Agreement with the intention that all obligations of City have been complied with and the City is entitled to carefree receipt of rent, with the Lessee assuming each and every obligation, including, by way of example but not limitation, all maintenance, upkeep, payment of taxes, utilities, insurance, and other charges associated with its occupancy and/or use of the Leased Premises. Failure of the Lessee to pay any such charges or expenses shall be a default. However, the City, in its sole discretion, may pay any such charges or expenses and any amount so paid shall be deemed additional rent due and shall be immediately due and payable by the Lessee to the City.

24. Termination and Remedies.
   A. If despite best efforts and due diligence, the Lessee cannot secure or retain any necessary licenses or other approvals to operate its business on the Leased Premises, the Lessee may immediately terminate this Agreement.

   B. Upon a default by the Lessee, the City may, at the City's option, elect, by written notice to the Lessee, to: (i) terminate this Lease; (ii) re-enter the Leased Premises; (iii) recover possession and dispossess the Lessee and its permitted assigns and successors from the Leased Premises in the manner provided by law relating to summary proceedings; and/or (iv) re-lease the Leased Premises or any part of the Leased Premises.

   C. Upon a default by the Lessee, the City may elect to recover from the Lessee and the Lessee shall pay the City, as damages for its breach of this Agreement, any and all deficiencies,
including but not limited to the rent plus all other payments and all taxes, utility charges, and
insurance premiums and all expenses incurred by the City in collecting such sums and/or in
operating the Leased Premises, including, without limitation, attorneys' fees. In computing
such damages, there shall be added to the deficiency such reasonable expenses as the City
may incur in connection with re-leasing, such as brokerage commissions and preparation for
re-leasing. The Lessee shall pay any such amounts within 10 days of the City's written demand
and any suit brought to collect the amount of the deficiency for such period shall not prejudice
in any way the City's right to collect such amounts for any subsequent period by similar
proceeding or other appropriate action. The City, at its option, may make such alterations,
repairs, replacements, and/or alterations in the Leased Premises as the City, in its sole
judgment, considers advisable for the purpose of re-leasing the Leased Premises; and the
making of such repairs, replacements, and/or alterations shall not operate, or be construed,
to release the Lessee from liability.

D. Upon a default by the Lessee, the City may institute an action for specific performance of the
provisions of this Agreement.

E. No remedy conferred upon the City under this Agreement shall be exclusive of any other
remedy, but the same shall be cumulative and in addition to every other remedy available at
law or in equity or provided elsewhere in this Agreement.

F. The Agreement shall be interpreted and enforced according to the laws of the state of
Michigan. The jurisdiction and venue for any action brought pursuant to, or to enforce, any
provision of this Agreement shall be solely in the state courts of Ottawa County, Michigan.

G. In addition to any other remedies, the prevailing party in any action brought pursuant to or
to enforce any provision of this Agreement shall be entitled to recover from the other party
its actual reasonable costs, including without limitation its actual, reasonable attorneys' fees,
to investigate, bring, maintain, or defend such action from its first accrual or first notice
thereof through any and all appellate and collection proceedings.

Any notices, reports, or statements required to be provided shall be sufficiently given if personally
delivered or mailed by certified United States mail, return receipt requested, addressed to the
City or the Lessee, as the case may be, at the above stated respective address or such other
address as may be specified from time to time. Notice to the City shall be addressed to the City
Manager and the City Clerk.
26. **No Waiver.**
The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of the right of either party to enforce each and every provision of this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing, and a waiver of any breach shall not be deemed a waiver of a subsequent breach.

27. **Binding Effect.**
This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and valid assigns, as the case may be.

28. **Miscellaneous.**
A. The captions of this Agreement are for convenience only and shall not affect its interpretation. The interpretation of this Agreement shall not be affected by any course of dealing. The parties each had the advice of legal counsel or had the opportunity to have such advice, so this Agreement shall be construed as mutually drafted.

B. More than one copy of this Agreement may be signed, and each shall be deemed an original, but all of them together shall constitute the same instrument.

C. This Agreement constitutes the entire agreement between the parties regarding its subject matter. It may not be modified or amended unless in writing signed by both parties. This Agreement supersedes and replaces any prior or contemporaneous agreements between the parties, which are terminated with the signing of this Agreement.

D. Nothing in this Agreement is intended to confer any rights or remedies upon any person or entity, other than the parties.

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

CITY OF GRAND HAVEN

SNUG HARBOR COMPANY

By: ___________________________  By: ___________________________

By: ___________________________  By: ___________________________

By: ___________________________  By: ___________________________
By email only
mariaboersma@grandhaven.org

Maria Boersma, MiPMC
Grand Haven City Clerk
519 Washington Ave.
Grand Haven, MI 49417

Re: Request for ballot language adopted by resolution of the city council for the charter amendment proposed by an initiative petition to dissolve the city's Board of Light and Power, to transfer the city's electric utility facilities and services to the control and direction of the city council, and to create an energy services advisory commission

Dear Clerk Boersma:

On July 5, 2023, the Governor's office requested a legal review by the Attorney General of an initiative-proposed amendment to the Grand Haven charter. A preliminary review of this petition discloses that it does include ballot language for the proposed amendment.

If an initiative petition does not include the ballot language, Section 21(2) of the Home Rule City Act (HRCA), 1909 PA 279, MCL 117.1, et seq., assigns the responsibility for the wording of the ballot proposal to the city council as follows:

The form in which a proposed charter amendment [proposed by initiative petition] . . . shall appear on the ballot, unless provided for in the initiatory petition, shall be determined by resolution of the legislative body . . . .
Accordingly, I request that you, in consultation with the city attorney, advise of the city council of the need for its adoption of the ballot language for this proposed amendment. The ballot language should conform to the requirements of Section 21(2) of the HRCA of being accurate, impartial, and not more than 100 words, exclusive of caption.

Thank you for your assistance regarding this request.

Sincerely,

/s/ George M. Elworth

George M. Elworth
Assistant Attorney General
State Operations Division
(517) 355-7573
ElworthG@michigan.gov

Encs. (2)
1. Initiative Petition
2. Governor's request to AG package

cc by email only:
Ronald Bultje, Grand Haven city attorney, rbultje@dickinsonwright.com
Daniel Osher, Deputy Legal Counsel, Governor' Office, by email only
Kristina Gierhart, Executive Assistant, Governor's Office, by email only
Jessica McGivney, AG State Operations Division Chief, by email only
Clerk Boersma,

Thank you for your message this morning asking two questions about the attached letter of request to you of July 10.

As to your first question as to whether there is a typo in the letter about the presence of ballot language in the petition, regrettably you are correct. The letter should have stated:

“"A preliminary review of this petition discloses that it does not include ballot language for the proposed amendment."

Your second question asks if “you could let us know if that ballot language that was sent would meet the [statutory] requirements.” The answer is no, since the determination as to the legal sufficiency of ballot language for a proposed amendment is a determination that is made by the Attorney General after a full review of the proposed amendment.

If there are additional questions or concerns regarding this matter, please let me know.

Sincerely,
Good morning,

I was wondering if I could get some clarification on your letter. In the last sentence of the first paragraph, your letter states “A preliminary review of this petition discloses that it does include ballot language for the proposed amendment.”. The rest of the letter states what to do if the petition does not include ballot language. If this was a typo, please confirm. It is true that the ballot language was not attached to each petition sheet, but the proposed charter language was.

Also, our city council will most likely want to approve the ballot language as presented by the BLPCCC if they have to approve a resolution. Is there any way you could let us know if that ballot language that was sent would meet the requirements. Our City Council would like to vote on this at our next council meeting on Monday if possible.

Maria Boersma, MiPMC
Grand Haven City Clerk
519 Washington Ave.
Grand Haven, MI 49417
(616) 847-4886
To: Maria Boersma <mariaboersma@grandhaven.org>
Cc: rbultje@dickinsonwright.com; Gierhart, Kristina <GierhartK1@michigan.gov>; Elworth, George (AG) <elworthg@michigan.gov>
Subject: RF: Grand Haven charter amendment - AG request for council-adapted ballot language
Importance: High

Sorry all! Please see the full package attached. Thanks!

From: Ballinger, Bobbi (AG)
Sent: Monday, July 10, 2023 11:44 AM
To: mariaboersma@grandhaven.org
Cc: rbultje@dickinsonwright.com; Gierhart, Kristina <GierhartK1@michigan.gov>; Elworth, George (AG) <elworthg@michigan.gov>
Subject: Grand Haven charter amendment - AG request for council-adapted ballot language

Grand Haven City Clerk Maria Boersma:

Attached is a request letter from Assistant Attorney General George Elworth.

Please contact him if you have any questions.

Thank you!

Bobbi Ballinger (she/her)
Legal Secretary
Michigan Dep’t of Attorney General
State Operations Division
P.O. Box 30754
Lansing, MI 48909
(517) 335-7573
BallingerB1@michigan.gov
Grand Haven City Charter Amendment Ballot Title

AN AMENDMENT TO THE GRAND HAVEN CITY CHARTER TO DISSOLVE THE BOARD OF LIGHT AND POWER, TO TRANSFER THE CITY'S ELECTRIC UTILITY FACILITIES AND SERVICES TO THE CONTROL AND DIRECTION OF THE CITY COUNCIL, AND TO CREATE AN ENERGY SERVICES ADVISORY COMMISSION.

Grand Haven City Charter Amendment Ballot Question

Shall the Grand Haven City Charter be amended to dissolve the Board of Light and Power, to transfer the city’s electric utility facilities and services to the control and direction of the city council, and to create an energy services advisory commission?

Yes _____. No _______.

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CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
RESOLUTION #:  
Council Member ____ moved, seconded by Council Member ______ to adopt the following resolution:

**WHEREAS**, On June 7, 2023, a group known as the Board of Light and Power Charter Change Coalition submitted an initiatory petition to the City Clerk to amend the Grand Haven City Charter; and

**WHEREAS**, the City Clerk verified the group had collected enough signatures from at least 5% of registered voters in the City of Grand Haven and submitted the initiatory petition to the Michigan Attorney General’s office on June 29, 2023; and

**WHEREAS**, the Attorney General’s Office submitted a letter to the City Clerk stating the ballot language was not attached to each petition form on July 10, 2023; and

**WHEREAS**, the Home Rule City Act (HRCA), 1909 PA 279, MCL 117.1 assigns the responsibility for the wording of the ballot proposal to the city council if the ballot language is not included with the initiatory petition; and

**NOW THEREFORE BE IT RESOLVED**, the City of Grand Haven adopts the following language submitted to the city by the Board of Light and Power Charter Change Coalition: “Shall the Grand Haven City Charter be amended to dissolve the Board of Light and Power, to transfer the city’s electric utility facilities and services to the control and direction of the city council, and to create an energy services advisory commission?”.

Yeas:  
Nays:  
Abstain:  
Absent:

RESOLUTION DECLARED ADOPTED.
STATE OF MICHIGAN  )
                      ) ss.
COUNTY OF OTTAWA    )

I, Maria Boersma, the duly qualified and acting Clerk of the City of Grand Haven, Ottawa County, Michigan (the “City”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on July 17, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 17th day of July, 2023.

Maria Boersma
City Clerk
City of Grand Haven
Attachment D
Weekly Report No. 3 | June 19th to June 23rd 2023

City of Grand Haven – South Pier Entrance Light Concrete Restoration

Work Area: North Elevations

<table>
<thead>
<tr>
<th>REPORT DATE</th>
<th>June 26, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORTED BY</td>
<td>Bryce Baker</td>
</tr>
<tr>
<td>OWNER/CLIENT</td>
<td>City of Grand Haven</td>
</tr>
<tr>
<td>WORK IN PROGRESS</td>
<td>Concrete preparation &amp; replacement</td>
</tr>
<tr>
<td>PRESENT AT SITE</td>
<td>SWP Crew Members</td>
</tr>
<tr>
<td>SWP PROJECT NO.</td>
<td>23-34</td>
</tr>
<tr>
<td>SWP PROJECT MGR.</td>
<td>Bryce Baker</td>
</tr>
<tr>
<td>CONTRACTOR/PROJECT NO.</td>
<td>Smith’s Waterproofing (SWP)</td>
</tr>
<tr>
<td>WEATHER</td>
<td>Partly cloudy and ~80°F (6-19) Partly cloudy and ~80°F (6-23)</td>
</tr>
<tr>
<td>DISTRIBUTION</td>
<td>Jason Ficklen (Abonmarche) Lucas Grosse (Abonmarche) Dana Kollwehr (GH) Bryce Baker (SWP)</td>
</tr>
</tbody>
</table>

This report documents pertinent items from our work completed from May 30th to June 2nd, 2023.

1. **Progress Statement**: SW was in progress of concrete removal at the delaminated and spalled areas on the south and west elevations of the entrance light structure. Patch preparation and forming has started along the south elevation. Some concrete replacement has been performed.

2. **Concrete Repairs**: SWP continued with patch preparation on June 19th in the construction area.
   a. Patch areas on the south elevation of the structure were prepped for concrete replacement (Figure 1)
   b. Forms were assembled for some of the larger patches. (Figure 2)
   c. Repair Mortar was placed by trowel-on and form & pour application (Figure 3-5)
   d. All concrete debris was disposed of off-site. The work area was cleaned before the weekend and completely blocked off from public access.
Enclosure: Figure 1 to Figure 5

Figure 1. Exposed Rebar with new epoxy coating
Figure 3. Example of Repair Areas

Figure 4. Repair area on west end of structure
Figure 5. Repair area on south elevation

End of Report
Hello Everyone -

Great progress continues on the South Pier Entrance Light Rehabilitation Project. We recently enjoyed a visit from representatives of the State Historic Preservation Office (SHPO) so they could see the project progress first-hand (see attached photograph).

Activities for the period of June 29th through July 7th are outlined below.

**Project Activities**
Smith’s Waterproofing made progress on concrete removal at the delaminated and spalled areas on the south and west elevations of the entrance light structure. Patch preparation and forming have started along the south elevation and some concrete replacement has been performed. Concrete repairs included:

- Patch areas on the south elevation of the structure were prepped for concrete replacement.
- Forms were assembled on the west face of the structure.
- Repair Mortar was placed by trowel-on and form and pour application
- All concrete debris was disposed of off-site. The work area was cleaned before the weekend and completely blocked off from public access.

See attached photographs associated with this past week’s project activities.

**Site Safety**
Safety measures remain in place to keep as much of the pier open to the public as possible while maintaining safety. Please refrain from walking around the safety barriers and into the work area.

**Rehabilitation Project Team**
Dana Kollewehr – Special Events and Project Manager, City of Grand Haven
Jason Ficklen – Architectural Designer, Abonmarche
Lucas Grosse – Construction Manager, Abonmarche
Bryce Baker – Project Manager, Smith’s Waterproofing

If you have any questions, please feel free to contact me via email or phone at 616-502-2674 (cell) or 616-847-3493 (office)

Enjoy the rest of your week!

Dana

**Dana Kollewehr**
Special Events and Project Manager
City of Grand Haven
O: 616-847-3493
Figure 1. Exposed Rebar with new epoxy coating

Photo Credit: Smith’s Waterproofing
Figure 2. Patch Area

Photo Credit: Smith’s Waterproofing
Figure 6: Large repair area

Photo Credit: Smith’s Waterproofing
IN MEMORIAM...
SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement”) is hereby entered into as of July __, 2023 (the “Effective Date”) by the City of Grand Haven, Michigan, a Michigan municipal corporation, the address for which is 519 Washington Avenue, Grand Haven, Michigan 49417 (the “City”), and WGHN Inc., a Michigan corporation, whose address is 1 South Harbor Street, PO Box 330, Grand Haven, Michigan 49417 (“WGHN”) (sometimes referred to herein individually as a “Party” and collectively as the “Parties”) and the Parties hereby agree as follows:

RECITALS

A. Whereas, the City and WGHN previously entered into a Communications Tower License Agreement, dated March 5, 2018, regarding WGHN’s use of a City-owned water tower in return for certain consideration and subject to certain terms and conditions as set forth in that agreement (hereafter referred to as the “License Agreement”);

B. Whereas, the Parties also entered into a letter of understanding dated December 2, 2021, for reimbursement for electric power used by WGHN at the tower site (the “Electric LOU”);

C. Whereas, the City has asserted that WGHN has breached the License Agreement in various respects, and the City also asserts that WGHN has failed to make payments due under the Electric LOU; and

D. Whereas, WGHN denies various of the assertions by the City;

WHEREFORE, the Parties now wish to resolve all claims between them, and to be free from further disputes as between them, and therefore agree as follows:

1. In regard to the License Agreement, WGHN shall pay to the City the amount of Eighteen Thousand and Four and 14/100s Dollars ($18,004.14) in a single lump sum payment no later than July 10, 2023 (the “License Agreement Payment”).
2. Upon payment of the full amount of the License Agreement Payment by the date set forth above, the Parties agree that any claims they may have against one another arising from or related to the License Agreement or the Parties’ relationship arising therefrom (but not claims related to the Electric LOU), shall be released against one another as a full and mutual release of all claims that were raised, or which might have been raised, or which the Parties may claim to have, arising from the License Agreement, or any activities, communications or interactions related to the License Agreement as follows: The Parties, on behalf of themselves, their affiliates, employees, officers, assignees, shareholders, insurers, owners, and/or anyone who might claim by or through any of the Parties, each release and forever discharges each of the other Parties and their affiliates, employees, officers, assignees, shareholders, agents, insurers, directors, attorneys, parents, divisions, Council members, and related boards/commissions, from any and all claims, causes of action, debts, invoices, extras, charges, damages, or demands which relate to, arise from, or are based in any way upon the License Agreement (but not amounts due under the Electric LOU, which is separately discussed and addressed below). Provided, however, that if the License Agreement Payment is not paid in full by the date set forth above, such claims are not released and the License Agreement shall be fully enforceable as set forth by its terms.

3. In regard to the Electric LOU, the amounts under which remain due from WGHN to the City in a total sum of Eighty Three Thousand Five Hundred Thirty Eight and 59/100s ($83,538.59), WGHN shall make monthly payments to the City in the amount of not less than Two Thousand and 00/100s Dollars ($2,000) per month, starting with the first payment no later than July 10, 2023, and thereafter for the next 12 months in this same $2,000 per month amount, and after the 13 months of payments of $2,000 per month, WGHN shall pay the City One Thousand and 00/100s Dollars ($1,000) per month until the full balance of the amount due under the Electric
LOU is paid in full (hereafter the “Electric LOU Payments”). While WGHN makes the scheduled monthly Electric LOU Payments in accordance with the terms of this Agreement, the City will forbear from pursuing any and all claims of non-payment under the Electric LOU which occurred prior to the date of this Agreement. Upon full and final payment of the Electric LOU Payments, by the dates set forth above, the Parties agree that any claims they may have against one another arising from or related to the Electric LOU shall be released against one another as a full and mutual release of all claims that were raised, or which might have been raised, arising from the Electric LOU, or any activities, communications or interactions related to the Electric LOU as follows: The parties on behalf of themselves, their affiliates, employees, officers, assignees, shareholders, insurers, owners, and/or anyone who might claim by or through any of the parties, each release and forever discharges each of the other Parties and their affiliates, employees, officers, assignees, shareholders, agents, insurers, directors, attorneys, parents, divisions, council members, and related boards/commissions, from any and all claims, causes of action, debts, invoices, extras, charges, damages, or demands which relate to, arise from, or are based in any way upon the Electric LOU.

4. The Parties agree that this Agreement is made without any admission of any fault on the part of any Party, and nothing in the Agreement shall be construed as an admission of any wrongdoing by any Party hereto.

5. Nothing in this Agreement shall be construed against any Party as the drafter of this Agreement, and this Agreement shall be construed as if mutually drafted by the Parties.

6. No assignment: Each of the Parties agrees that there has not been any assignment of any claim or right that might otherwise be released by this Agreement, such that the Parties hereto hold all rights to release all claims as described above.
7. This Agreement shall be construed and interpreted in accordance with Michigan law. To the extent any Party hereto brings an action to enforce the terms of this Agreement, in addition to any other remedies allowed by law, the prevailing Party shall be entitled to recover its costs and actual attorney fees and expert fees for such action.

8. No amendment or change may be made to this Agreement unless such amendment or change is set forth in a writing signed by the Parties hereto.

9. Each of the individuals who is a signatory to this Agreement represents that he or she has the full authority to sign on behalf of, and to bind, the Party for whom they have placed their signature to this Agreement.

10. This Agreement constitutes the entire settlement agreement between the Parties and supersedes any prior written or oral agreement. This Agreement may be executed on separate signature pages, and electronic/facsimile signatures shall be enforceable as originals.

THE PARTIES HERETO HAVE EACH FULLY READ AND COMPLETELY UNDERSTAND THIS AGREEMENT, HAVE EACH CONSULTED WITH THEIR ATTORNEY(S) REGARDING THIS AGREEMENT AND ENTER INTO THIS AGREEMENT KNOWINGLY, WITHOUT DURESS AND VOLUNTARILY. EACH PARTY WHO HAS SIGNED BELOW HAS FULL AUTHORITY TO SIGN THIS AGREEMENT AND BIND THE PARTIES HERETO.

WGHN, Inc.
By: 
Its: 

CITY OF GRAND HAVEN, MICHIGAN
By: 
Its: 

4821-6165-1121 v1 [58135-8]