



**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
AGENDA FOR
REGULAR COUNCIL MEETING
GRAND HAVEN CITY HALL*
COUNCIL CHAMBERS
519 WASHINGTON AVE
MONDAY, August 03, 2026
7:30 PM**

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. REAPPOINTMENTS TO BOARDS & COMMISSIONS

6. NEW APPOINTMENTS TO BOARDS & COMMISSIONS

ATTACHMENT A

- A. Joseph Filippelli, Planning Commission Board, term ending June 30, 2029.

7.

APPROVAL OF CONSENT AND REGULAR AGENDA

8. CONTINUATION OF WORK SESSION (IF NEEDED)

9. CALL TO AUDIENCE – ONE OF TWO OPPORTUNITIES

At this time, members of the audience may address Council on any item, whether on the agenda or not. Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time. Those not physically present who would like to call in may dial 616-935-3203.

10. PRESENTATION

ATTACHMENT B

- A. Lakeshore Advantage Annual Investor Presentation

Ryan Ferrier, Lakeshore Advantage

11. CONSENT AGENDA

ATTACHMENT C

- A. Approve the Regular City Council meeting minutes for July 20, 2026.
B. Approve the bills memo in the amount of \$1,931,030.70.
C. Approve an Interlocal Agreement with Ottawa County naming Brian Busscher as the Designated Assessor beginning January 1, 2027, to comply with PA 660 of 2018.

12. UNFINISHED BUSINESS

ATTACHMENT D

- A. Consideration by City Council of a final resolution to amend Section 36-8 of Article I in Chapter 36 of the City of Grand Haven Code of Ordinance to include electric bicycles, electric scooters and electric skateboards and create section 36-8 (B)1 incorporating prohibited items in the 10 block of Washington Avenue during street closure.

Administration recommends approval.

- B. Consideration by City Council of a final resolution to amend Section 25-44 of Article III in Chapter 25 of the City of Grand Haven Code of Ordinances to include electric bicycles, electric scooters and electric skateboards.

Administration recommends approval.

13. PUBLIC HEARING

14. NEW BUSINESS

ATTACHMENT E

- A. Consideration by City Council to approve a professional service agreement with Abonmarche Associates for the Lead Service Line Project in the budgeted amount of \$88,500.00.

Administration recommends approval

- B. Consideration by City Council to approve the low bid and Contractor Services Agreement with Wolverine Sealcoating of Jackson, MI in the budgeted amount of \$18,075.00 for the 2026 Over Band Crack Seal Program.

Administration recommends approval.

- C. Consideration by City Council of an introductory resolution to amend the City of Grand Haven code of ordinances by updating Section 25-40 regarding pedestrian boardwalk per chapter 25 article III of the code of ordinances.

Administration recommends approval.

15. CORRESPONDENCE & BOARD MEETING MINUTES

16. REPORT BY CITY COUNCIL

17. REPORT BY CITY MANAGER

18. CALL TO AUDIENCE–SECOND OPPORTUNITY

At this time, members of the audience may address Council on any item, whether on the agenda or not. Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time. Those not physically present who would like to call in may dial 616-935-3203.

19. ADJOURNMENT

Attachment A

Board / Commission Online Application Submission

From grandhaven@foxbrightcms.com <grandhaven@foxbrightcms.com>

Date Mon 6/15/2026 9:44 PM

To Clerk <clerk@grandhaven.org>

First Name: Joseph

Last Name: Filippelli

Home Address:

City: Grand Haven

State: MI

Zip Code: 49417

Phone Number:

Email:

I wish to be considered for: Appointment

Application Choices: Planning Commission

If You Chose Other Please Specify:

**If selected more than 1, please list
in order of preference:**

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: Master of Architecture with Honors from the University of Michigan

Place of Employment: North House Architects, Owner (Downtown Grand Haven)

Type of Work Performed: Architecture

**Please List Other Relevant
Experience:** I have worked in both Commercial and Residential
Architecture for nearly 20 years

Attachment B

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



TO: Ashley Latsch, City Manager

FROM: Dana Kollewehr, Assistant City Manager

DATE: July 23, 2026

SUBJECT: Lakeshore Advantage Annual Investor Presentation

Lakeshore Advantage will provide its Annual Investor Presentation to City Council, highlighting the organization's accomplishments over the past year, current economic development initiatives, regional market trends, and strategic priorities for the coming year.

As a municipal investor and regional partner, the City of Grand Haven benefits from Lakeshore Advantage's work to attract investment, support business retention and expansion, advance housing and workforce initiatives, and strengthen the regional economy. The presentation provides an opportunity for Council to receive an update on programs and partnerships that support the City's economic development objectives and to discuss opportunities for continued collaboration.

This item is presented for informational purposes only, and no Council action is requested.

LAKESHORE ADVANTAGE

City of Grand Haven

August 3, 2026

Presented by
Ryan Ferrier, Director of Business Retention and Attraction



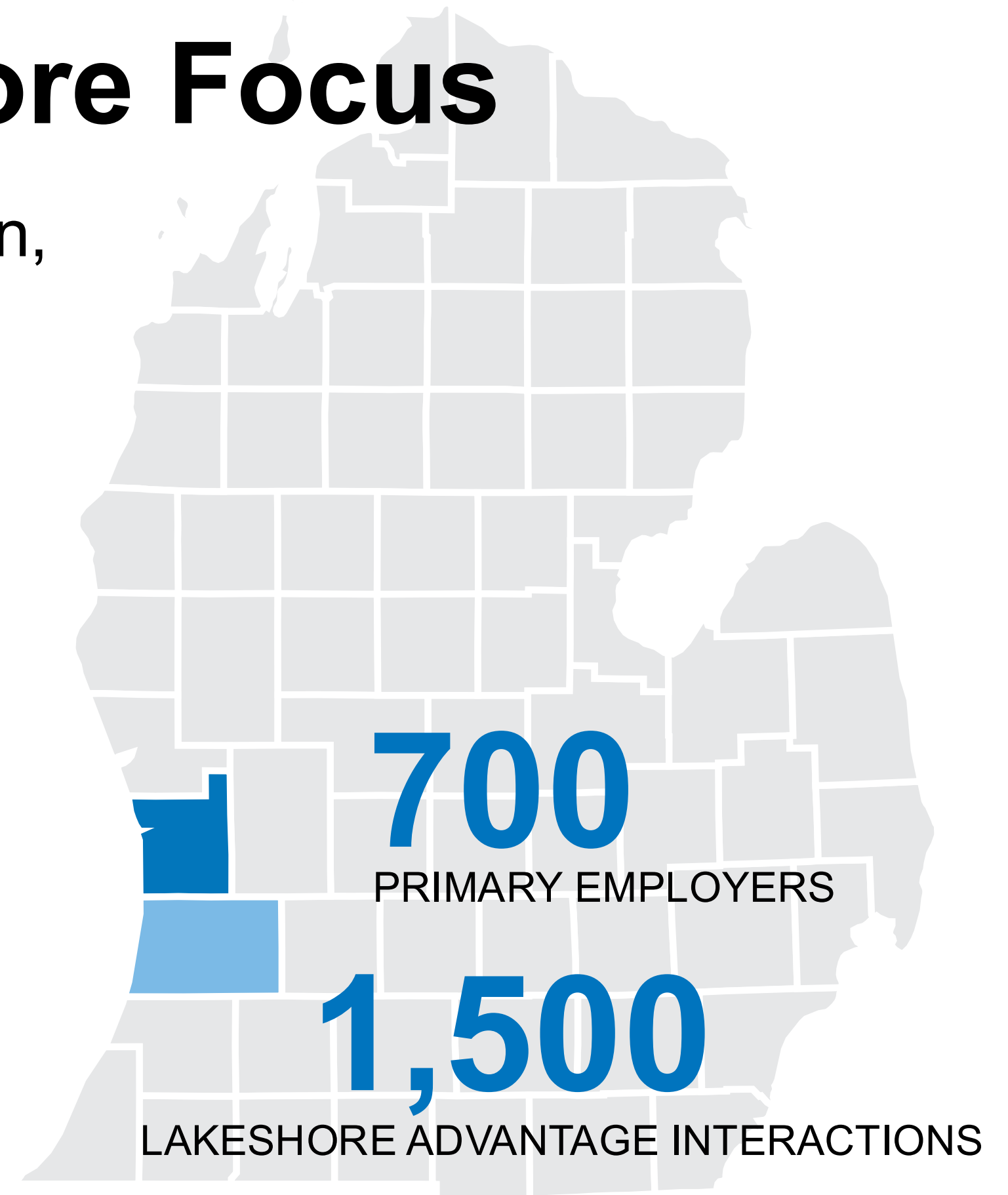
Lakeshore Advantage Core Focus

The Lakeshore Region's **GPS**—We grow, plan, and solve for a bright economic future.

GROW
Primary employer retention, attraction, expansion

PLAN
Entrepreneurship & innovation

SOLVE
Talent retention, attraction, and career pathways



Business + Talent MAGNET





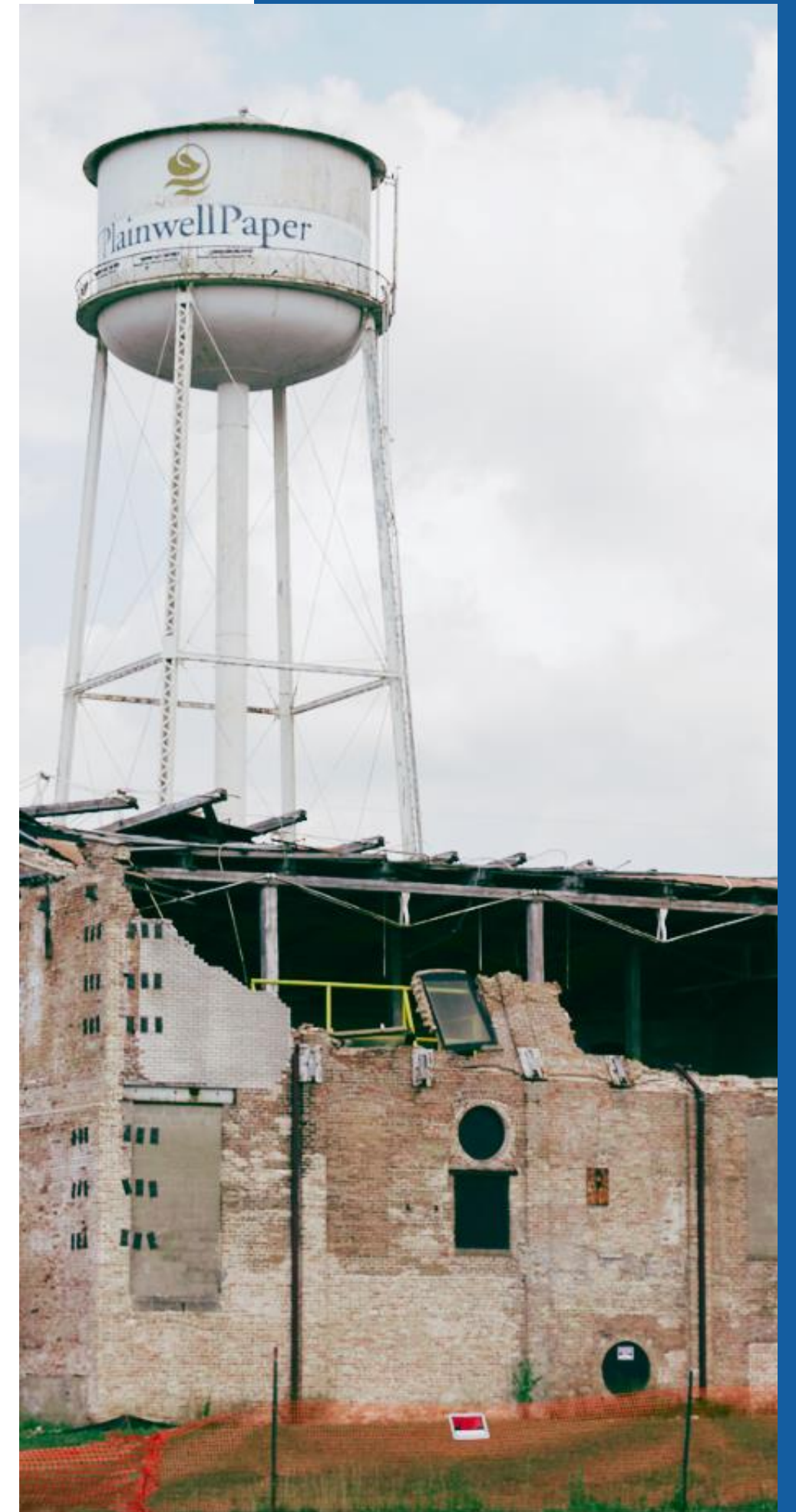
GROW

Business Retention, Expansion Assistance, and Attraction

INDUSTRIAL SITE READINESS

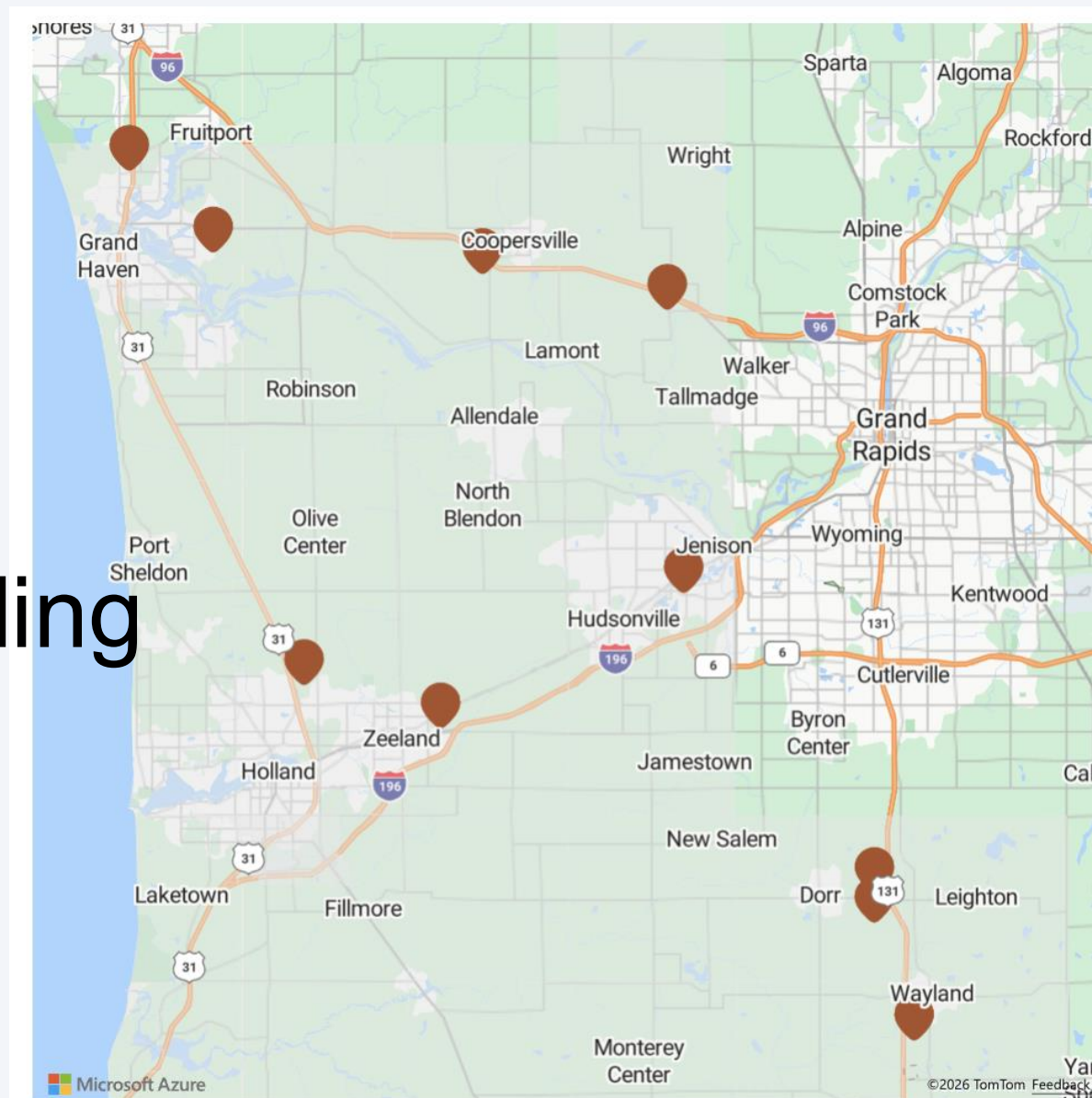
This is a top barrier for growth in our region.

- Focused on addressing future needs.
- Collaborative effort with MEDC and strategic partners.
- The key is expediting the process through preparation.



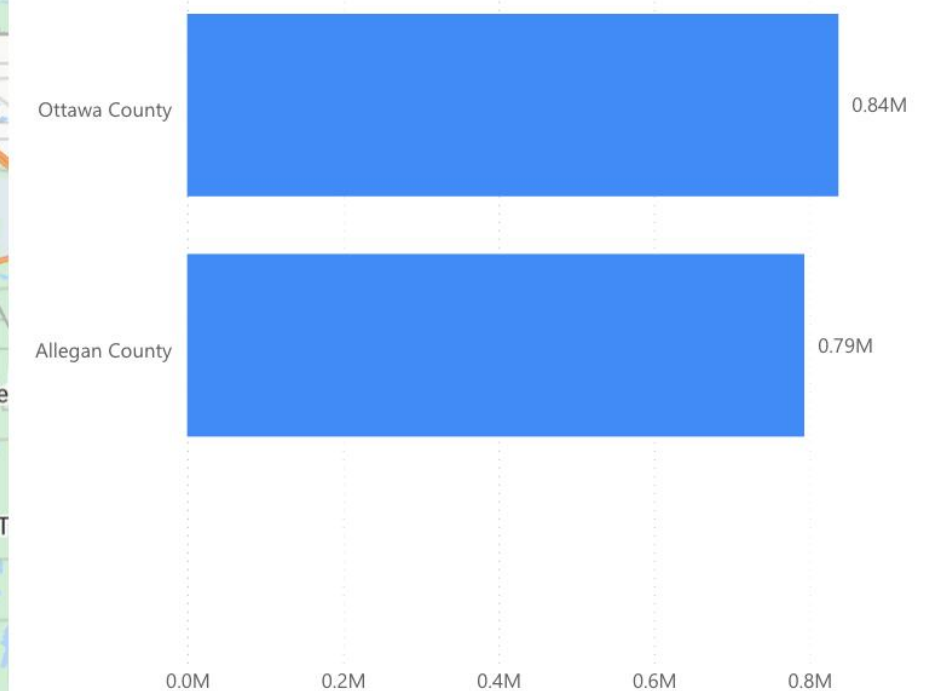
Site Readiness in Progress

- 13 Industrial Sites, Allegan and Ottawa Counties
- >800 total acres
- 25 - 400 acres/site
- 5 in Allegan County
- 8 in Ottawa County
- Up to \$1.63M grant funding



1.63M

Sum of GRANT AWARD



An aerial photograph of a golf course. In the foreground, there is a large parking lot filled with many cars. To the right of the parking lot is a green lawn with several trees. In the background, there is a clubhouse building and a golf course with a winding path. The word "PLAN" is overlaid in large orange letters.

PLAN

Entrepreneurial Development & Startup Support



128 Start-Ups &
Ecosystem Partners
Navigated



53 Members



\$4.8M Capital Raised

OUR IMPACT IN NUMBERS



SOLVE

Strategic Initiatives & Long-Term Planning

Next Gen Talent Council

MOMENTUM BUILDS

- Two priorities defined: Housing affordability and clear career pathways.
- Solutions taking shape: Homebuyer resources, right-sized housing, and expanded tours, co-ops, and rotations.
- Direction established: Strong engagement and a clear action path into 2026.



**LAKESHORE
ADVANTAGE**

Accelerating Workforce Housing Solutions in Ottawa County

**“If you work
here, you can
live here.”**

	Allegan County 2023	Ottawa County 2025
Rental Units Needed	1,885	3,938
For Sale Units Needed	4,329	12,526
Total Units Needed	6,214	16,464
Median Home Price	\$330,000	\$380,000
Median Household Income	\$80,000	\$87,000

60-120% of Area Median Income: \$61,000-\$123,000*
(*depending on family size)



Public/Private Collaboration

KEYS TO SUCCESS

- Shared vision and strategy
- Understanding of local economy
- Broad collaboration and cooperation among local stakeholders
- Sustained funding for economic development over long periods of time.



**LAKESHORE
ADVANTAGE**

LAKE SHORE ADVANTAGE

THANK YOU

Ryan Ferrier

Director of Business Retention and Attraction

Ryan.ferrier@lakeshoreadvantage.com

616.772.5226 ext. 216



**LAKE SHORE
ADVANTAGE**



July 29, 2026

Ashley Latsch, City Manager
City of Grand Haven
519 Washington Ave.
Grand Haven, MI 49417

Dear Ashley,

On behalf of Lakeshore Advantage, we are honored to serve as the contracted economic development support organization for the City of Grand Haven. We look forward to sharing our annual investor update with the City Council and continuing to build on our partnership.

Our mission is to grow a vibrant economy where current and future generations want to live and work. We advance that mission by securing and strengthening our primary employers—those that export goods and services beyond the region. By engaging regularly with local businesses and serving as a trusted extension of their teams, we help them overcome challenges and capture new opportunities. Our work is guided by our region's GPS: **Grow**, **Plan**, and **Solve** for a bright economic future.

GROW

Primary employers, including manufacturers and technology companies, are the backbone of our regional economy. They create jobs for residents, strengthen the tax base, and support local retailers, suppliers, and service providers.

- The Lakeshore region is home to more than **700 primary employers**.
- The City of Grand Haven and surrounding communities¹ have 130 primary employers.
- This past year, we engaged with **27 of these employers** through **63 unique interactions**.
- We supported site readiness for a 40.4-acre industrial property in Spring Lake Township that earned [MiSite Bronze Site Readiness certification](#).

PLAN

We cultivate a strong entrepreneurial ecosystem to help seed the region's primary employers of tomorrow. Through **SURGE** and our entrepreneurial network, we support scalable, growth-oriented companies that can anchor the future economy—while expanding opportunities for emerging talent.

Last year, we helped our startups raise **\$4.8 million in capital**, which includes Venture Capital, Angel Funds, Bank Loans, Federal Funding, MEDC Funds, New Sales, and Owner Investment. Startup and ecosystem partners from the Grand Haven area include:

¹ Surrounding communities include Grand Haven Township, Crockery Township, Spring Lake Township, Village of Spring Lake, and City of Ferrysburg.



LAKESHORE ADVANTAGE

- Space Place – software operations system for efficiency and fulfillment.
- [Volli UP](#) – online sports event management platform, automating scheduling, registration, and scoring.

SOLVE

Talent has remained the **number one** barrier to business growth in our region for more than a decade. In response, Lakeshore Advantage is strengthening regional talent attraction and retention efforts—starting by listening to the next generation of professionals and helping address the barriers they identify.

- The **Lakeshore Next Gen Talent Council brought together 17 emerging professionals**, ages 20 to 35, from 14 companies across the region, representing in-demand roles such as engineering, skilled trades, information technology, and maintenance. **JOST International** is represented on the council.

Together, these efforts reflect our commitment to ensuring primary employers in Allegan and Ottawa counties have the resources and support they need to grow and thrive.

We are grateful to serve as an extension of the City of Grand Haven's team—supporting primary employers of all sizes by removing barriers to growth and helping create diverse, high-quality job opportunities for area residents. If you have questions about our work or impact, please contact me.

Sincerely,

Mandy Cooper, Interim President

CC: Lindsay Maunz, Lindsay.maunz@lakeshoreadvantage.com

Lakeshore Advantage

65 E. 7th Street
Holland, MI 49423

p 616.772.5226
www.lakeshoreadvantage.com

Attachment C

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
MONDAY, JULY 20, 2026**

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

Present: Council Members Mike Fritz, Sarah Kallio, Mayor Pro-tem Mike Dora, and Mayor Bob Monetza.

Absent: Council Member Erin Lyon.

Others Present: City Clerk Maria Boersma, Assistant City Manager Dana Kollwehr, Finance Director Emily Greene, Public Safety Director Nichole Hudson, Streets & Utilities Manager Logan Cuddingham, and Waterfront & Events Manager Brian Jarosz.

INVOCATION/PLEDGE OF ALLEGIANCE

NEW APPOINTMENTS

26-151 Council Member **Fritz** moved, seconded by Mayor Pro-tem **Dora**, to appoint Thomas Poel to the Community Center Board with a term ending June 30, 2031.

Roll Call Vote:

This motion carried unanimously.

APPROVAL OF CONSENT AND REGULAR AGENDAS

26-152 Council Member **Fritz** moved, seconded by Council Member **Kallio**, to approve the agendas as presented.

Roll Call Vote:

This motion carried unanimously.

FIRST CALL TO AUDIENCE

Jeffrey Miller, 1120 S Harbor: Commented on the Board of Light and Power's Community Solar project.

Centertown Business Owners: Commented on the proposed project for the Flatiron building at 7 N. 7th Street and their Brownfield request.

Jim Hagen, 400 Lake: Commented on the proposed project for the Flatiron building at 7 N. 7th Street.

Greg Jost, Grand Haven Township Resident: Commented on the creation of an alternative transportation corridor on Lake Ave.

PRESENTATION

Marcie Lynch presented on the Bucs Pride for Bluebird Family Camp. Grand Haven and Spring Lake schools will play a football game against each other to help fundraise for Bluebird, and rivalry signs supporting each school can be purchased for \$10 each.

CONSENT AGENDA.

26-153 Approve the Special Work Session and Regular City Council Meeting Minutes for July 6, 2026.

26-154 Approve the bill's memo in the amount of \$601,135.85. **Attachment A**

26-155 Accept a Michigan Lighthouse Assistance Program grant in the amount of \$60,000.00, providing matching funds in the amount of \$60,000.00, to be reimbursed by the Grand Haven Lighthouse Conservancy, and authorize expenditures in the amount of \$120,000.00 for entrance lighthouse improvements, including interior repairs.

26-156 Approve a service agreement with Grand Haven Area Public Schools for use of GHAPS Technology Services in the budgeted amount of \$53,545.44 and authorize the Mayor and City Clerk to execute the necessary documents.

26-157 Adopt the Michigan Mutual Aid Box Alarm System (MI-MABAS) Agreement.

Mayor Pro-tem **Dora** moved, seconded by Council Member **Fritz**, to approve the Consent Agenda as presented.

Roll Call Vote:

This motion carried unanimously.

UNFINISHED BUSINESS

**Council Member Kallio requested to abstain from the next agenda item due to a personal business relationship with the developer of the proposed project, Capstone.*

26-158 Mayor Pro-tem **Dora** moved, seconded by Council Member **Fritz**, to allow Council Member Kallio to abstain from the next agenda item.

Roll Call Vote:

This motion carried unanimously.

**Council Member Kallio left the dais and joined the audience.*

26-159 Mayor Pro-tem **Dora** moved, seconded by Council Member **Fritz**, to approve and adopt the Brownfield Plan for the Flatiron redevelopment project located at 7 North 7th Street, Grand Haven, MI 49417, for a period of 19 years.

Roll Call Vote:

Ayes: Dora, Fritz, Monetza.

Nays: None.

Abstain: Kallio.

Absent: Lyon.

This motion carried.

**Council Member Kallio returned to the dais.*

NEW BUSINESS

26-160 Council Member **Fritz** moved, seconded by Council Member **Kallio**, to approve an event request by the Grand Haven Elks Lodge at 15 South 3rd Street, Grand Haven, MI 49417, to add September 25, 2026, to their Pol-Elk's-Ski-Days celebration.

Roll Call Vote:

This motion carried unanimously.

26-161 Council Member **Kallio** moved, seconded by Mayor Pro-tem **Dora**, to approve an introductory resolution to amend Section 36-8 of Article I in Chapter 36 of the City of Grand Haven Code of Ordinance to include electric bicycles, electric scooters, and electric skateboards, and create section 36-8 (B)1 incorporating prohibited items in the 10 block of Washington Avenue during street closure.

Roll Call Vote:

This motion carried unanimously.

Council Member **Kallio** moved, seconded by Mayor Pro-tem **Dora**, to approve an introductory resolution to amend Section 25-44 of Article III in Chapter 25 of the City of Grand Haven Code of Ordinances to include electric bicycles, electric scooters, and electric skateboards.

26-162 Mayor Pro-tem **Dora** moved, seconded by Council Member **Kallio**, to amend the motion by adding Section 25-40 to the amendments.

Roll Call Vote:

This motion carried unanimously.

26-163 Council Member **Kallio** moved, seconded by Mayor Pro-tem **Dora**, to approve an introductory resolution to amend Section 25-40 and Section 25-44 of Article III in Chapter 25 of the City of Grand Haven Code of Ordinances to include electric bicycles, electric scooters, and electric skateboards.

Roll Call Vote:

This motion carried unanimously.

26-164 Council Member **Fritz** moved, seconded by Mayor Pro-tem **Dora**, to retroactively approve an emergency purchase in the amount of \$46,635.00 with Northwoods Site Works of Muskegon, MI, for the repair of a storm water line at the 1500 block of S. Griffin St., Grand Haven, MI 49417.

Roll Call Vote:

This motion carried unanimously.

REPORT BY CITY COUNCIL

Council Member Fritz shared that he attended the Change of Command in Detroit for the Army Corps of Engineers with Mayor Pro-tem Dora and Mayor Monetza. Members of the City Council and the Board of Light and Power attended a tour of the Zeeland Board of Public Works plants and learned about their long-term plans.

Council Member Kallio shared that it is currently blueberry season for our area, and there will be an opportunity to pet a baby highland cow at Crossroads Blueberry Farm on August 1st. Council Member Kallio also wished everyone a safe and happy start to the Coast Guard Festival, thanked Public Safety for their work to improve safety regarding E-bikes, and encouraged incorporating transportation changes in the designs of future street projects.

Mayor Pro-tem Dora, acknowledged the benefits of e-bikes in improving mobility and accessibility for some users, attended the Change of Command for the Army Corps of Engineers, and attended the tour of the Zeeland BPW. Mayor Pro-tem Dora shared that he is looking forward to the Coast Guard Festival.

Mayor Monetza attended the Change of Command for the Army Corps of Engineers, attended the tour of the Zeeland BPW, and is looking forward to the Coast Guard Festival.

CITY MANAGER REPORT

CALL TO AUDIENCE SECOND OPPORTUNITY

Patricia Eppler, Grand Haven Elks Lodge: Thanked Council for supporting Pol-Elk's-Ski-Days Days and shared information on this year's event.

Joyce Workman, Vintage Green: Thanked Council for supporting Flea on 7th and encouraged people to attend.

Jeffrey Miller, 1120 S Harbor: Commented on the Board of Light and Power's Community Solar project.

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 8:45 p.m.

Robert Monetza, Mayor

Maria Boersma, City Clerk

Regular City Council Meeting Minutes
Monday, July 20, 2026
Page 6

Attachment A

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

07.20.26

FUND NUMBER	FUND NAME	WARRANT 07.08.26	ACH WARRANT 07.15.26	WARRANT 07.15.26	CREDIT CARD WARRANT 07.14.26	TOTALS
101	General Fund	\$11,838.84	\$53,903.73	\$15,325.78	\$12,490.49	\$93,558.84
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$48.92	\$2,066.00	\$22,786.94	\$0.00	\$24,901.86
203	Local Street Fund	\$48.92	\$1,923.76	\$19,443.23	\$0.00	\$21,415.91
235	Public Safety Millage Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LBRF TIF Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
244	Economic Development Corp Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	Brownfield TIF GL Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Grand Haven Main Street DDA Fund	\$4,540.44	\$0.00	\$40.64	\$1,514.43	\$6,095.51
272	2008/17 UTGO Inf Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	2014 LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
278	Community Land Trust Fund	\$13,115.36	\$0.00	\$0.00	\$0.00	\$13,115.36
352	Brownfield TIF Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	2008/17 UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	2014 LTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00
375	Public Safety Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$8,911.70	\$0.00	\$0.00	\$259.20	\$9,170.90
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island Remediation Fund	\$0.00	\$34.43	\$0.00	\$3,088.50	\$3,122.93
435	Public Safety Capital Project Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	2008/17 UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	2014 LTGO Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Recreation Authority	\$0.00	\$0.00	\$0.00	\$377.78	\$377.78
509	Sewer Authority Operating	\$33,480.85	\$25,989.50	\$96,697.17	\$96.90	\$156,264.42
509	Sewer Authority SL Force Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$38,237.87	\$2,978.35	\$4,531.28	\$0.00	\$45,747.50
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airport Fund	\$217.17	\$111.16	\$121.42	\$0.00	\$449.75
590	City Sewer Fund	\$147.57	\$1,180.07	\$762.80	\$0.00	\$2,090.44
591	City Water Fund	\$2,457.89	\$110,133.57	\$6,079.75	\$0.00	\$118,671.21
594	Marina Fund	\$1,016.49	\$2,298.31	\$64.96	\$943.03	\$4,322.79
597	Boat Launch Fund	\$0.00	\$1,527.08	\$40.01	\$0.00	\$1,567.09
661	Motor Pool Fund	\$647.96	\$95,700.26	\$1,897.70	\$291.89	\$98,537.81
677	Self Insurance Fund	\$0.00	\$0.00	\$130.05	\$0.00	\$130.05
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
679	Health Benefits Fund	\$0.00	\$0.00	\$1,095.70	\$0.00	\$1,095.70
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$114,709.98	\$298,346.22	\$169,017.43	\$19,062.22	\$601,135.85

\$601,135.85 Total Approved Bills

\$1,225.75 Minus eligible bills for release without prior approval: including Utility,

\$599,910.10 Retirement, Insurance, Health Benefit, and Tax Collection Funds

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

08.03.26

FUND NUMBER	FUND NAME	WARRANT 07.22.26	ACH WARRANT 07.22.26	WARRANT 07.29.26	ACH WARRANT 07.29.26	TOTALS
101	General Fund	\$54,535.05	\$0.00	\$49,062.41	\$55,375.97	\$158,973.43
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$6,705.73	\$0.00	\$51,921.79	\$38,831.93	\$97,459.45
203	Local Street Fund	\$1,286.63	\$0.00	\$92.19	\$7,747.30	\$9,126.12
235	Public Safety Millage Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LBRF TIF Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
244	Economic Development Corp Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	Brownfield TIF GL Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Grand Haven Main Street DDA Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
272	2008/17 UTGO Inf Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	2014 LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
278	Community Land Trust Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	2008/17 UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	2014 LTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
375	Public Safety Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$0.00	\$0.00	\$13,249.91	\$2,308.75	\$15,558.66
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island Remediation Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
435	Public Safety Capital Project Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	2008/17 UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	2014 LTGO Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Recreation Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Operating	\$6,854.86	\$0.00	\$1,544.79	\$30,741.04	\$39,140.69
509	Sewer Authority SL Force Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$818.16	\$0.00	\$18,321.82	\$70,078.02	\$89,218.00
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airport Fund	\$117.52	\$0.00	\$0.00	\$14,248.12	\$14,365.64
590	City Sewer Fund	\$375.44	\$0.00	\$151.00	\$181,468.94	\$181,995.38
591	City Water Fund	\$424.57	\$0.00	\$7,197.96	\$36,046.90	\$43,669.43
594	Marina Fund	\$4,460.95	\$0.00	\$0.00	\$5,049.16	\$9,510.11
597	Boat Launch Fund	\$836.96	\$0.00	\$252.72	-\$16.95	\$1,072.73
661	Motor Pool Fund	\$1,336.25	\$0.00	\$2,077.35	\$4,979.99	\$8,393.59
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$107,172.75	\$107,172.75
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$1,167.09	\$0.00	\$1,167.09
679	Health Benefits Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$329,005.74	\$825,201.89	\$0.00	\$0.00	\$1,154,207.63
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$406,757.86	\$825,201.89	\$145,039.03	\$554,031.92	\$1,931,030.70

\$1,931,030.70 Total Approved Bills

\$1,262,547.47 Minus eligible bills for release without prior approval: including Utility,
 \$668,483.23 Retirement, Insurance, Health Benefit, and Tax Collection Funds



CITY OF GRAND HAVEN

Finance Department
519 Washington Avenue
Grand Haven, MI 49417
Phone: (616) 847-4893

TO: Ashley Latsch, City Manager

FROM: Emily Greene, Finance Director EG

DATE: July 23, 2026

SUBJECT: Designated Assessor Interlocal Agreement

The current Interlocal Agreement naming Brian Busscher as the Designated Assessor is set to expire at the end of 2026. We received the following emails from Brian Busscher, Equalization Director for Ottawa County, and are asking Council to approve a new agreement with Ottawa County naming Brian Busscher as the Designated Assessor beginning January 1, 2027, to comply with PA 660 of 2018:

From: Brian Busscher <bbusscher@miottawa.org>
Sent: Monday, May 18, 2026 7:07 AM
To:
Subject: Designated Assessor

Supervisors and City Managers,

In 2018 the Michigan legislature passed the Property Assessing Reform Act (PA 660 of 2018) with requirements for each county to develop an interlocal agreement with the municipalities to appoint a Designated Assessor (DA). At that time, the leadership in Ottawa County, at both the county and local municipality level, saw fit to appoint me (Brian Busscher) as the DA for a 6-year period which expires December 31, 2026.

With the contract set to expire at the end of 2026, I spoke with the township and city assessors to inquire if anyone else had interest in being the DA or if they would like me to continue in that role. All expressed it made the most sense for me to continue as the DA. To that end, I have included (see attached) a very brief summary of when the DA would be activated as well as the

basic terms of the contract. There have been some legislative changes to the DA provisions of the Assessing Reform Act which I have outlined in the summary, but the proposed contract will be very similar to our current contract – updated as necessary.

Due to the high-quality work done by the assessors here in Ottawa County, it is highly unlikely this contract would ever be implemented. Other than meeting the statutory requirements, I view the DA's role as one of aid to the assessors so that the implementation of the DA is never actually necessary.

Outlined below is my proposed timeline:

- Today – familiarize yourself with the DA Summary sheet (attached) and if you have ANY questions or concerns, please reach out. Your assessor is already familiar with this, so I encourage you to discuss this with them as well.
- Late May/Early June – I will be sending out the contract to all the municipalities. Please review and enter this into your process for contract ratification.
- September 1 – please have the contract signed and returned to me.
- October – I will bring the contract to the Ottawa County Board of Commissioners
- November – I will submit dually approved interlocal agreement to the State Tax Commission for approval.
- Jan 1, 2027 – Contract start date.

Again, please reach out if you have any questions or concerns. Thank you all for your continued partnership.

Brian Busscher

Equalization Director

12220 Fillmore St | West Olive, MI | 616-738-4819

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Interlocal Agreement for Ottawa County to Approve the Designated Assessor for the period beginning January 1, 2027

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. Accordingly, the following interlocal agreement (hereinafter “AGREEMENT”) has been executed by the Board of Commissioners for Ottawa County, a majority of the assessing districts in Ottawa County, and the individual put forth as the proposed Designated Assessor. Ottawa County and the Assessing Districts are collectively referred to throughout this AGREEMENT as the “Parties.”

RECITALS

WHEREAS, The Assessing Districts are Municipal Corporations located within the County of Ottawa, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an AGREEMENT that designates the individual who will serve as the County’s Designated Assessor. That interlocal agreement must be approved by the County Board and a majority of the assessing districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Background Information

1. Ottawa County proposes that Brian Busscher (R-8823), in his capacity as Equalization Director serve as the Designated Assessor for the following assessing districts within Ottawa County; Allendale Charter Township, Blendon Township, Chester Township, Crockery Township, Georgetown Charter Township, Grand Haven Charter Township, Holland Charter Township, Jamestown Charter Township, Olive Township, Park Township, Polkton Charter Township, Port Sheldon Township, Robinson Township, Spring Lake Township, Tallmadge Charter Township, Wright Township, Zeeland Charter Township, Coopersville City, Ferrysburg City, Grand Haven City, Holland City, Hudsonville City, Zeeland City, constituting

the complete roster of assessing districts within the geographic and political boundaries of Ottawa County.

2. Included as an addendum to this AGREEMENT are the Ottawa County SEV totals by class, including special act values, those properties deemed unique or complex by a local assessing district, and a listing of the total number of parcels, by classification, including special act rolls, within each assessing district.
3. Once the designated assessor process is invoked, the Parties agree that the Designated Assessor will perform the duties associated with being the assessor of record for an assessing district at the following location:

Ottawa County Equalization Department
12220 Fillmore Street
West Olive, MI 49460

4. The Parties further agree that specific hours will be negotiated in the event an assessing district is subject to the designated assessor process.
5. If Brian Busscher leaves the employment of Ottawa County, the designation of Brian Busscher as designated assessor is voided, and a new Interlocal Agreement must be executed. This agreement will stay in effect until such a time.

B. Qualifications of Proposed Designated Assessor:

1. Included as an addendum to this AGREEMENT, the Ottawa County Board of Commissioners has received and reviewed the following documents provided by the Designated Assessor:
 - a. Resume providing the Designated Assessor's current employment status as well as additional and specific details regarding the Designated Assessor's current assessing or equalization responsibilities and local unit assessing experience as it relates to being approved as the Designated Assessor of Ottawa County.
 - b. Disclosure of any conflicts of the interest involving the proposed Designated Assessor, the County, or any assessing district, if applicable.
2. It is understood that the individual identified as the Designated Assessor in this AGREEMENT will, during the length of this agreement, maintain their assessor certification in good standing with the State Tax Commission and, when required to serve as the Designated Assessor for an assessing district in Ottawa County, shall act as the Assessor of Record for that assessing district. When acting as the Assessor of record for an assessing district. When acting as the Assessor of Record for an assessing

district, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

3. Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Assessment Rolls*.

C. DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR AND OF OTTAWA COUNTY AND ASSESING DISTRICTS WITHIN OTTAWA COUNTY

1. The Parties agree to the following duties and responsibilities:
 - a. The Designated Assessor will receive the assistance of Ottawa County Equalization Department staff.
 - b. The Designated Assessor will satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
 - c. Within days of being appointed as the Designated Assessor for the assessing district, the Designated Assessor shall prepare and transmit to the assessing district's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the State Tax Commission's audit.
 - d. The Designated Assessor will do all of the following; Correct all deficiencies found in the State Tax Commission audit. Classify and appraise accurately, according to the constitution and laws of the State of Michigan, each parcel of real property, which lies within the corporate boundaries of the Assessing District. Process accurately all assessable personal property that is in the Assessing District. Use the methods prescribed by the Michigan State Tax Commission Audit. Approximately twenty percent (20%) of the parcels in the Assessing District will be inspected and reappraised each year, so that each parcel in the Assessing District is inspected and reappraised approximately once every five (5) years. The Designated Assessor will provide an assessment roll as required. The final factor will be determined by the action of the Assessing District's Board of Review, the Ottawa County Equalization Department and the process of state equalization, as determined by the State Tax Commission.
 - e. All Ottawa County employees engaged in the performance of this Agreement shall be professional in manner and appearance and be trained and qualified in property appraisal techniques. The assessment roll will be certified by the Designated Assessor.

- f.** The Assessing District will provide all equipment and supplies needed for the routine performance of its duties, except as otherwise set forth herein.
- g.** The Assessing District shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data, which may be of use in making the appraisal, without cost to Ottawa County. Ottawa County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in Section 1(o) of this Agreement.
- h.** The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- i.** The master file shall be the property of the Assessing District. Ottawa County will maintain the master file at the Ottawa County Fillmore Complex with access available to the Assessing District. Real property printed records, if any, will be located at the Assessing District offices. Personal property printed records will be located in the Equalization Department office.
- j.** All parties recognize that good public relations are vital to the success of the assessment administration program. During the terms of this Agreement, Ottawa County employees shall endeavor to promote understanding and amicable relations with all members of the public. Employees will be assigned by the Designated Assessor to maintain limited office hours at the Assessing District Offices to conduct their duties, interact with Assessing District staff, attend meetings, promote community relations, and meet with property owners about assessment issues and questions. The Assessing District will provide adequate office area and operational infrastructure such as telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations should be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with Ottawa County information protocols and standards.
- k.** It will be the obligation of local unit staff to collect the mail, and collect any assessing department-related forms, letters etc. brought in to the local unit. It is not the intention of the Designated Assessor to use local unit staff in the performance of his duties, other than those specified above. Existing local unit staff may be hired by Ottawa County to assist the Designated Assessor in the performance of his duties.
- l.** When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to Ottawa County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed by representatives of the Assessing District on the computer equipment owned by Ottawa County will be coordinated with a representative of the Innovation and Technology Department of the County to avoid conflicts in configuration and application issues.

- m.** It shall be the responsibility of the Designated Assessor to notify the property owners of increased assessed and taxable values, as provided by law, as well as distribute personal property statements and other official forms. The Assessing District shall pay charges from the service company for printing these notifications and statements.
- n.** The Designated Assessor shall prepare the assessment roll and certify it for the Assessing District in a timely manner.
- o.** The Designated Assessor will attend Board of Review meetings. Staff may assist the Designated Assessor in preparing for, conducting and implementing any changes resulting from the required meeting of the Boards of Review.
- p.** The Designated Assessor, or representative, shall represent the Assessing District in all property assessment appeals and in proceedings before the Michigan Tax Tribunal concerning properties under this Agreement. The Assessing District shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses, which may be incurred by Ottawa County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions, shall be paid by the Assessing District provided that the Designated Assessor, seeks and obtains approval from the Assessing District prior to incurring such costs or expenses. Additionally, should this Agreement be terminated, the Designated Assessor, shall represent the Assessing District in all property assessment appeals and in proceedings filed during the existence of this Agreement. The fee shall be \$80.00 per hour for preparation, appearance, and travel after termination of the Agreement.
- q.** Ottawa County will provide staff, equipment and software to maintain electronic property records using a computer-assisted mass-appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software, shall be prescribed by the County and will be compatible with applications currently in use by the Assessing District. Data patches and solutions shall be reached using collaborative, shared resources to achieve greatest possible compatibility. All property information should adhere to the requirements and specifications of Ottawa County. The records will be utilized for annual valuation updates. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with all requirements of the General Property Tax law, MCL 211.1 et seq.
- r.** The Designated Assessor and the Assessing district shall utilize Ottawa County's geographical information system in implementing this Agreement. An independent agreement with Ottawa County may govern this function
- s.** Non-exclusivity of assessing services. The Designated Assessor may serve as the assessor of record for other assessing districts.

- t. At all times and for all purposes under this Agreement, the relationship of the designated assessor, through Ottawa County, to the Assessing District shall be that of an independent contractor. All employees of Ottawa County, who perform services under this Agreement, shall be and remain employees of Ottawa County, subject to the discipline, supervision, direction, policies and control of Ottawa County, the Ottawa County Administrator, and the Equalization Director.
 - u. Each party shall indemnify and hold the other party harmless from claims, which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.
 - v. The Assessing District will include Ottawa County, the Ottawa County Equalization Department and their officers, employees and agents as additional named insureds on a policy of insurance for all risks. The required insurance policy shall have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will include the Assessing District and its officers, employees and agents as additional named insureds on a policy of insurance for all risks or in its Memorandum of Coverage from the Ottawa County, Michigan Insurance Authority. The required insurance policy will have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will provide workers' compensation coverage on its employees. Written proof of the existence of such insurances will be supplied by the Assessing District and Ottawa County as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the Assessing District may reasonably require.²
2. The Designated Assessor shall have no responsibilities during the period in which they are not acting as the Designated Assessor for an assessing district within the county.

D. Cost and Compensation for Designated Assessor:

1. Payment for Services Provided:

- a) The Designated Assessor may charge an assessing district that is required to contract with the Designated Assessor and that assessing district shall pay, for the reasonable costs incurred by the Designated Assessor in serving as the assessing district's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.
- b) Payment for Designated Assessor services shall be paid to Ottawa County as provided under this agreement. Except as otherwise provided, payment for Designated Assessor services shall be set at \$32 per parcel for 2027 with 5% per year increases through the life of this contract. Parcel count will be determined each year as of the March Board of Review and will include all active parcels, ad-valorem, special acts and exempt. In the unlikely event an immediate reappraisal of a class of property is required, there will be an additional charge of \$60 per parcel for 2027 with 5% per year increases through the life of this contract. The County will submit monthly invoices on the first day of each month.

The monthly invoices from the County will be processed and paid for by the Assessing District in accordance with standard Assessing District procedures.

- c) Upon completion of the first two years of Designated Assessor Services, payments provided under this Agreement shall be reviewed. From this review, the per parcel cost referenced in D1. b) above may be reduced to a level sufficient to cover the County's costs.
- d) Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by the Designated Assessor when formally requested at a fee of \$55.00 per hour.
- e) The Designated Assessor will not charge an annual retainer for Designated Assessor Services to Ottawa County Assessing Districts. Charges will only be incurred once an Assessing District turns over Assessment Administration duties to the Designated Assessor.
- f) This interlocal agreement shall become effective upon the execution hereof by the parties hereto.
- g) Brian Busscher's annual salary, as paid by Ottawa County, will be considered compensation for Designated Assessor services.
- h) The State Tax Commission may revoke the Designated Assessor and provide for an interim Designated Assessor if the Designated Assessor dies, becomes incapacitated, or is otherwise not capable of ensuring that the assessing district is able to achieve and maintain substantial compliance with MCL 211.10g.

2) Other expenses:

- a) The County will additionally be reimbursed on a monthly basis for the reimbursable expenses related to the Designated Assessor. All expenses will be billed to the Assessing District in such detail and/or with sufficient supporting documentation, as may be reasonably required by the Assessing District. Reimbursable expenses may include items such as office supplies, assessing forms, printing, publishing, postage, mileage and other costs agreed to prior to invoicing. Reimbursable expenses may also include budgeted certifications, memberships, professional development, mileage. Travel costs as agreed in advance of training will also be reimbursed.

3) Miscellaneous:

- a. The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- b. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and

this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- c. In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.
- d. All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- e. The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.
- f. This Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
- g. This Agreement does not create a joint venture and is not enforceable by third parties, nor does it in any way waive or release the governmental and officer immunities of either the County, Assessing Districts or Designated Assessor, all such rights being reserved.

Signature of the Designated Assessor, the County Board of Commissioners, Township Supervisors and City Mayors within Ottawa County

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this instrument.

DESIGNATED ASSESSOR

Brian Busscher, Equalization Director

Date

COUNTY OF OTTAWA

Josh Brugger, Chairperson
Ottawa County Board of Commissioners

Date

Justin F. Roebuck, County Clerk/Register

Date

ALLENDALE CHARTER TOWNSHIP

Adam Elenbaas, Supervisor

Date

BLENDON TOWNSHIP

Don Vander Kuyl, Supervisor

Date

CHESTER TOWNSHIP

Troy Goodno, Supervisor

Date,

CROCKERY TOWNSHIP

Erik Erhorn, Supervisor

Date

GEORGETOWN CHARTER TOWNSHIP

Jim Wierenga, Supervisor

Date

GRAND HAVEN CHARTER TOWNSHIP

Mark Reenders, Supervisor

Date

HOLLAND CHARTER TOWNSHIP

Russell TeSlaa, Supervisor

Date

JAMESTOWN CHARTER TOWNSHIP

Laurie VanHaitsma, Supervisor

Date

OLIVE TOWNSHIP

Al Nienhuis, Supervisor

Date

PARK TOWNSHIP

Steve Spoelhof, Supervisor

Date

POLKTON CHARTER TOWNSHIP

Ted Costigan, Supervisor

Date

PORT SHELDON TOWNSHIP

Mike Sabatino, Supervisor

Date

ROBINSON TOWNSHIP

Adam MacMillan, Supervisor

Date

SPRING LAKE TOWNSHIP

Jerry Rabideau, Supervisor

Date

TALLMADGE CHARTER TOWNSHIP

Mark Bennett, Supervisor

Date

WRIGHT TOWNSHIP

Steve VanTimmeren, Supervisor

Date

ZEELAND CHARTER TOWNSHIP

Kerri Bosma, Supervisor

Date

CITY OF COOPPERSVILLE

Brian Mooney, Mayor

Date

CITY OF FERRYSBURG

Richard Carlson, Mayor

Date

CITY OF GRAND HAVEN

Robert Monetza, Mayor

Date

CITY OF HOLLAND

Nathan Bocks, Mayor

Date

CITY OF HUDSONVILLE

Mark Northrup, Mayor

Date

CITY OF ZEELAND

Richard Van Dorp III, Mayor

Date

**Interlocal Agreement for Ottawa County to Approve the Designated
Assessor for the period beginning January 1, 2027**

Addendum A:

1. Current Stated Equalization (“SEV”) values in the County by class, including special act values. Total number of parcels in the County, by classification, including special act rolls, within each assessing district:

(A.) Real Property SEV, as of 2026 March BOR:

- Agricultural Real--1,098,014,300; 4,183 Parcels
- Commercial Real--3,337,931,525; 5,354 Parcels
- Industrial Real-- 1,581,384,200; 1,669 Parcels
- Residential Real--21,033,391,857; 101,689 Parcels
- Timber-Cutover--None Classified
- Developmental-- None Classified

(B.) Personal Property, as of 2026 March BOR:

- Agricultural Personal--0; 0 Parcels
- Commercial Personal-- 232,830,700; 8,023 Parcels
- Industrial Personal-- 344,958,900; 592 Parcels
- Residential Personal--None Classified
- Utility Personal-- 409,399,200; 208 Parcels.

(C.) Equivalent SEV of Special Acts as of 2026 March BOR:

- Industrial Facilities Exemption (Act 198 of 1974)-- 402,968,000; 326 Parcels
- Commercial Rehabilitation Act Roll (PA 210 of 2005)—25,048,500; 33 Parcels
- Commercial Redevelopment Act Roll (PA 255 of 1978)—1,089,100; 2 Parcels
- Obsolete Property Rehabilitation Act (P.A. 146 of 2000) –664,200; 4 Parcels
- Neighborhood Enterprise Zone Act (PA 147 of 1992)-- 8,069,400; 11 Parcels
- Residential Housing Facilities Act (P.A. 237 of 2022)—269,800; 1 Parcel
- DNR-PILT Rolls-- 36,299,000; 57 Parcels

2. List of any unique, complex or high value properties within the County:

- Consumers Energy-Generating Station-Zeeland City-425 N Fairview St
- Consumers Energy-Generating Station-Port Sheldon Township-7700 Margaret Ave.
- ARC Holland Real Estate Holdings-Freedom Village Senior Living Center-Holland City-145 Columbia Ave.
- Gentex Corp-Manufacturing-Zeeland City-600 Centennial St.
- CS Facilities-Continental Dairy-Coopersville City-999 Randall St.
- Mead Johnson & Company-Manufacturing of Baby Food-Zeeland City-725 E. Main Ave.
- Herman Miller Inc-Manufacturing-Zeeland City-855 E. Main Ave.
- Alden GV Owner LLC-Student Housing-Allendale Township-10897 48th Ave.

Interlocal Agreement for Ottawa County to Approve the Designated Assessor for the period beginning January 1, 2027

Addendum B:

Qualifications of Proposed Designated Assessor:

Resume, curriculum vitae, or other documents providing the Designated Assessor's current employment status as well as additional and specific details regarding the Designated Assessor's current assessing or equalization responsibilities and local unit assessing experience as it relates to being approved as the Designated Assessor for Ottawa County.

1. Current assessor certification level and number:

Michigan Master Assessing Officer R-8823

2. Identification of current employment status and specific assessing or equalization Responsibilities:

The herein named Designated Assessor, Brian L. Busscher, is currently employed by Ottawa County as the Equalization Director. The division provides assessing services for the following local units:

- Blendon Township
- Crockery Township
- Georgetown Township
- Polkton Township
- Coopersville City
- Grand Haven City
- Hudsonville City

3. Description of prior local unit assessing experience of the proposed Designated Assessor:

In addition to serving as assessor of record for the units outlined in item #2 above, prior assessing work includes local unit reappraisal services to various townships in Allegan County. Also currently serve as Assessor of Campbell Township in Ionia County and Monterey Township in Allegan County.

3. Conflict of interest disclosures:

None in contract as written.

Attachment D

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY

OFFICE OF THE DIRECTOR

DATE: June 30, 2026

TO: Ashley Latsch, City Manager

FROM: Nichole Hudson, Director of Public Safety

RE: Request for Approval of Ordinance Amendments Related to Electric Bicycles, Electric Skateboards, and Restricted Areas



The purpose of this memorandum is to request City Council approval of amendments to the City of Grand Haven Code of Ordinances to incorporate current State of Michigan definitions for electric bicycles and electric skateboards and to clarify where these devices may be operated within the City. These amendments will provide consistency with state law, improve public safety, and provide officers with clear enforcement authority.

The use of electric bicycles (e-bikes) and electric skateboards has increased significantly throughout the City of Grand Haven, particularly in the downtown business district, boardwalk, and waterfront areas. While these devices provide an alternative means of transportation, they also create conflicts with pedestrians in areas of high foot traffic.

The City's current ordinances do not define electric bicycles or electric skateboards. As a result, enforcement can be inconsistent and creates confusion for residents, visitors, and enforcement personnel. Adopting the State of Michigan definitions will ensure consistency with state law while allowing the City to appropriately regulate where these devices may operate.

Proposed Ordinance Amendments

1. Amend Section 25-40 – Definitions

Add the following definitions.

Permitted Wheeled device shall mean any device to carry, transport, or aid a user traveling upon the boardwalk, including bicycles, roller skate, roller blades, strollers or mobility device as defined by ADA.

Non-permitted Wheeled Device shall be defined as electric bicycles, electric scooters, electric skateboard, or skateboard.

2. Amend Section 25-44 – Prohibited Conduct on the Boardwalk

Amend Section 25-44 to include:

- Electric bicycles
- Electric skateboards

These devices would be prohibited on the City's boardwalk in the same manner as the currently prohibited devices to improve pedestrian safety in this heavily traveled area. At this time the only device not allowed on the boardwalk is a regular skateboard.

3. Amend Section 36-8 – Prohibited Conduct in Roadway or Right-of-Way

Subsection (b)

Amend the ordinance to prohibit the operation of:

- Bicycles
- Electric bicycles
- Skateboards
- Electric skateboards
- Roller skates
- In-line skates

on sidewalks owned by the public along Washington Avenue between Harbor Avenue and Third Street from the last weekend in May through Labor Day each year.

Additionally, prohibit these devices within the 100 block of Washington Avenue whenever the street is closed to vehicular traffic during the same seasonal period.

Proposed new language: Section 36-8 subsection b:

No person shall use or operate a bicycle, electric bicycle, skateboard, electric skateboard, roller skates, or in-line skates for any purpose whatsoever on the sidewalks owned by the public along Washington Avenue between Harbor Avenue and Third Street in the city from the last weekend in May through Labor Day each year. Additionally, no person shall use or operate a bicycle, electric bicycle, skateboard, electric skateboard, roller skates, or in-line skates for any purpose whatsoever within the 100 block of Washington Avenue when the street is closed to vehicular traffic from the last weekend in May through Labor Day each year.

Subsection (c)

Amend subsection (c) to include electric bicycles and electric skateboards wherever bicycles and skateboards are currently prohibited, ensuring consistent regulation throughout the ordinance.

By amending Section 36-8(c) to include electric bicycles and electric skateboards, the City will provide Public Safety Officers with clear authority to enforce reckless, careless, or negligent operation of these devices on public property throughout the City. This amendment ensures that emerging forms of transportation are regulated consistently with traditional bicycles and skateboards, enhances public safety, and closes a gap in the current ordinance by applying the same standard of care to all listed devices.

Proposed Amendment to Section 36-8(c)

No person shall use or operate a bicycle, electric bicycle, skateboard, electric skateboard, roller skates, or in-line skates upon any public place in an intentional, reckless, careless, or negligent manner that causes or reasonably could cause injury to the operator, any other person, or damage to the property of another person, including, without limitation, any public property.

Benefits of the Proposed Amendments

The proposed amendments provide several important benefits:

- Align City ordinances with current State of Michigan law.
- Clearly define electric bicycles and electric skateboards for enforcement purposes.
- Improve pedestrian safety in high-volume tourist and downtown areas.
- Reduce conflicts between pedestrians and motor-assisted mobility devices.
- Provide clear expectations for residents and visitors with proper signage and education.
- Support the City's ongoing efforts to maintain a safe and pedestrian-friendly city, downtown and waterfront.

Recommendation

The Public Safety Department recommends that the City Council approve the proposed ordinance amendments to Sections 25-40, 25-44, and 36-8 of the City Code.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE CITY OF GRAND HAVEN
CODE OF ORDINANCES BY UPDATING SECTION 36-8
REGARDING PEDESTRIAN BOARDWALK PER CHAPTER
36, ARTICLE III OF THE CODE OF ORDINANCES.**

**THE CITY OF GRAND HAVEN, COUNTY OF OTTAWA, STATE OF MICHIGAN,
ORDAINS:**

Section 1. Amendment. Section 36-8 of Article I in Chapter 36 of the City of Grand Haven Code of Ordinances is restated in its entirety as follows.

Sec. 36-8. Prohibited conduct in roadway or rights-of-way.

(b) No person shall use or operate a bicycle, electronic bicycle, electric scooter, skateboard, electric skateboard, roller skates or in-line skates for any purpose whatsoever on the sidewalks owned by the public along Washington Avenue between Harbor Avenue and Third Street in the city from the third weekend in May to the third week in September each year.

(1) No person shall use or operate a bicycle, electric bicycle, electric scooter, skateboard, electric skateboard, roller skates or in-line skates for any purpose whatsoever in the 10 block of Washington in the city when it's closed to vehicular traffic from the third weekend in May to the third week in September each year.

(c) No person shall use a bicycle, electronic bicycle, electric scooter, skateboard, electric skateboard, roller skates or in-line skates upon any public place in an intentional, reckless, careless or negligent manner which causes or reasonably could cause any injury to the rider, to any other person, or cause damage to any property owned by any other person, including, without limitation, any public property.

Section 2. Effective Date. This amendment to the City of Grand Haven Code of Ordinances was approved and adopted by the City Council on _____, 2026. This Ordinance shall be effective 20 days after its publication.

Mayor

Clerk

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY

OFFICE OF THE DIRECTOR

DATE: June 30, 2026

TO: Ashley Latsch, City Manager

FROM: Nichole Hudson, Director of Public Safety

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Proposed Ordinance Amendments

1. Amend Section 25-40 – Definitions

Add the following definitions.

Permitted Wheeled device shall mean any device to carry, transport, or aid a user traveling upon the boardwalk, including bicycles, roller skate, roller blades, strollers or mobility device as defined by ADA.

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Amend Section 25-44 to include:

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- Electric skateboards

These devices would be prohibited on the City's boardwalk in the same manner as the currently prohibited devices to improve pedestrian safety in this heavily traveled area. At this time the only device not allowed on the boardwalk is a regular skateboard.

3. Amend Section 36-8 – Prohibited Conduct in Roadway or Right-of-Way

Subsection (b)

Amend the ordinance to prohibit the operation of:

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on sidewalks owned by the public along Washington Avenue between Harbor Avenue and Third Street from the last weekend in May through Labor Day each year.

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Proposed new language: Section 36-8 subsection b:

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Subsection (c)

Amend subsection (c) to include electric bicycles and electric skateboards wherever bicycles and skateboards are currently prohibited, ensuring consistent regulation throughout the ordinance.

By amending Section 36-8(c) to include electric bicycles and electric skateboards, the City will provide Public Safety Officers with clear authority to enforce reckless, careless, or negligent operation of these devices on public property throughout the City. This amendment ensures that emerging forms of transportation are regulated consistently with traditional bicycles and skateboards, enhances public safety, and closes a gap in the current ordinance by applying the same standard of care to all listed devices.

Proposed Amendment to Section 36-8(c)

No person shall use or operate a bicycle, electric bicycle, skateboard, electric skateboard, roller skates, or in-line skates upon any public place in an intentional, reckless, careless, or negligent manner that causes or reasonably could cause injury to the operator, any other person, or damage to the property of another person, including, without limitation, any public property.

Benefits of the Proposed Amendments

The proposed amendments provide several important benefits:

- Align City ordinances with current State of Michigan law.
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- Support the City's ongoing efforts to maintain a safe and pedestrian-friendly city, downtown and waterfront.

Recommendation

The Public Safety Department recommends that the City Council approve the proposed ordinance amendments to Sections 25-40, 25-44, and 36-8 of the City Code.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE CITY OF GRAND HAVEN
CODE OF ORDINANCES BY UPDATING SECTION 25-44
REGARDING PEDESTRIAN BOARDWALK PER CHAPTER
25, ARTICLE III OF THE CODE OF ORDINANCES.**

**THE CITY OF GRAND HAVEN, COUNTY OF OTTAWA, STATE OF MICHIGAN,
ORDAINS:**

Section 1. Amendment. Section 25-44 of Article III in Chapter 25 of the City of Grand Haven Code of Ordinances is restated in its entirety as follows.

Sec. 25-44. Prohibited; penalties

No person shall use a skateboard, electric bicycle, electric scooter or electric skateboard for any purpose whatsoever on the boardwalk. Penalties for violating this section shall be the same as described in [section 25-43](#), specifically including, without limitation, the rights of ejection and impoundment. (a)

Section 2. Effective Date. This amendment to the City of Grand Haven Code of Ordinances was approved and adopted by the City Council on _____, 2026. This Ordinance shall be effective 20 days after its publication.

Mayor

Clerk

Attachment E

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



MEMORANDUM

TO: Ashley Latsch – City Manager

CC: Emily Greene – Finance Director
Logan Cuddington – Street and Utilities Manager
Dana Kollewehr – Assistant City Manager
Jessica Kossuth – Administrative Assistant

FROM: Michael England – Director of Public Works

DATE: August 3, 2026

SUBJECT: Lead Service Line Replacement Project

In this fiscal year's budget, we are planning to spend \$1,500,000 that has been collected through dedicated funds collected from our customer's water bills for lead line replacement throughout the city.

The City of Grand Haven has until 2035 to replace lead services as directed by the new standards set forth by the Federal Environmental Protection Agency. The proposed project helps the City of Grand Haven stay within the deadline.

Abonmarche has submitted a proposal to provide professional services to administer the contract for \$88,500 for water line replacement project in our city.

This project includes services to scope out services to replace, prepare bidding documents, competitively bid the project, award contracts, provide construction administration, set up and utilize GIS for tracking contractor progress and replacement status, and perform part-time construction inspection.

Abonmarche is projecting that we can replace at least 150 services in our city with our lead service line funds for the 26/27 fiscal year.

July 14, 2026

Michael England, Public Works Director
City of Grand Haven
1120 Jackson Street
Grand Haven, Michigan 49417

**RE: Proposal for Professional Services
 Lead Service Line Replacements Proposal**

Dear Mr. England:

Abonmarche is pleased to submit this proposal to provide design and construction services for water service line replacements in the city's Fiscal Year 2026-2027 budget. It is our understanding that the city wishes to spend \$1,500,000 in total from dedicated service line replacement funds that are collected in customers' water utility bills.

A preliminary construction cost estimate indicates approximately 150 services can be replaced with this budget, but the exact number of services will be determined when the project is competitively bid to maximize the budget for the year.

This proposal includes our services to scope out services to replace, prepare bidding documents, competitively bid the project, award contracts, provide construction administration, set up and utilize GIS for tracking contractor progress and replacement status, and perform part-time construction inspection. Further details are described below.

SCOPE OF SERVICES

Phase 100. Design.....\$34,500

- a. Abonmarche will prepare design drawings to convey the selected 150 service lines needed for replacement. An 11-inch by 17-inch plan set will be prepared showing the location of known water service, curb stop, and water main locations based on GIS data. Each address will include anticipated quantities for bidding. No topographic survey will be necessary for this project and is not included in this proposal.
- b. Abonmarche will also prepare a project specifications manual for bidding. This will include EJCDC front-end documents, contractual items, special provisions for construction, etc. A construction cost estimate will be prepared and included with final deliverables to the city and quantities will be used as the basis for a competitive unit price bid.

Phase 200. Bidding.....\$4,000

We anticipate one local bid letting for this project, which includes the following:

- a. Advertisement and Administration of Bids
 - i. We will post the bid documents (plans and specifications) on our bidding website and assist with advertising in any local sources desired by the city.
 - ii. Abonmarche will manage the bidding process by preparing any addenda required to answer contractor questions, administering a pre-bid meeting (if desired), and soliciting bidders for the project.
- b. Pre-Bid Meeting with Plan Holders
 - i. An optional pre-bid meeting with plan holders will be held to discuss the project and answer any questions.
- c. Bid Opening and Recommendation of Award
 - i. We will run the bid opening at City Hall and prepare the following documents for the city and successful bidder:
 - 1. Items to City:
 - a. Recommendation of Award Memorandum
 - b. Bid Tabulation
 - c. Bid Summary
 - 2. Items to Contractor (after successful award at City Council Meeting):
 - a. Notice of Award
 - b. Contract
 - c. Performance Bond
 - d. Payment Bond
 - e. Insurance Requirements
 - f. Notice to Proceed

Phase 300. Construction.....\$50,000

- a. Abonmarche will coordinate and host a preconstruction meeting with city staff, the contractor, and utility companies.
- b. Abonmarche will provide part-time inspection, visiting the contractor a minimum of twice per week to check progress, ensure use of GIS mapping software, and measure quantities for payment. Our inspector will include daily reports of observations, obtain replacement schedules and convey to the city, and track pay items and quantities.
- c. Our construction administration team will administer the project via EJCDC standard documents, review shop drawings and submittals, prepare contract modifications, review and certify contractor pay estimates, and track resident/business concerns.
- d. Additionally, we will coordinate and attend bi-weekly onsite progress meetings with city staff, Abonmarche staff, and the contractor to ensure project progress and answer any questions.
- e. Upon completion of all 150 services, the inspector will visit each site and ensure adequate restoration. A punch list will be prepared to review at a walkthrough



meeting with the city and contractor. Upon completion of the punch list, we will prepare all closeout documentation and coordinate project closeout with the City and Contractor.

- a. We do not anticipate construction staking will be necessary for this project. The contractor will submit MISS DIG tickets, which will show existing utilities, and the city will mark the curb stop locations.
- b. The contractor will be required to upload photos of the replaced water service in the Abonmarche-created GIS map. Abonmarche inspectors will GPS-locate the curb stop if not already done so and update the lead service line dashboard in conjunction with contractor efforts to ensure accurate records.
- c. No as-built drawings will be prepared for this project but rather recorded in GIS.

FEES

Our fees to complete the above scope of services are proposed as follows:

Phase 100. Design	\$ 34,500
Phase 200. Bidding.....	\$ 4,000
Phase 300. Construction.....	\$ 50,000
TOTAL.....	\$ 88,500

SCHEDULE

The following timeline is proposed for this project:

<u>Phase</u>	<u>Date</u>
Authorization to Proceed	August 3, 2026
Phase 100. Design	August 4 – September 18, 2026
City Kickoff Meeting	Week of August 3, 2026
90% Plans, Specifications, & Cost Estimate to city	September 9, 2026
100% Plans, Specifications, & Cost Estimate to city	September 18, 2026
Phase 200. Bidding	September 23 – October 14, 2026
Council Award	November 2, 2026
Anticipated Kickoff Meeting	November 2026
Notice to Proceed	March 2027
Phase 300. Construction	March 2027 – June 30, 2027

ADDITIONAL WORK/EXCLUSIONS

The following additional scope elements are not included with the scope of work above. If necessary, Abonmarche will submit a proposal for these additional items of work.

1. Coordination with homeowners and plumbers for scheduling service line replacements. We anticipate this will be the responsibility of the contractor.
2. Marking service lines for replacement. It is anticipated the city will mark water services and curb stops for proposed replacement at MISS DIG tickets come in.



We appreciate the opportunity to assist you on this project. To authorize the commencement of the outlined work, please sign the attached Professional Services Agreement.

If you have any questions or require further information, feel free to reach out to our office at (231) 299-2220 or via email at lbectel@abonmarche.com.

Sincerely,

Abonmarche Consultants, Inc.



Leah Bectel, PE
Project Manager



Timothy R. Drews, PE, PTOE, RSP
Chief Control Officer



Abonmarche Project Number: _____

AGREEMENT between (Client name), _____ (Date) _____

(Client address) _____ (Phone) _____

(Cell) _____ (Fax) _____ (Email) _____ hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: _____

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:

(Project Name) _____ (Location) _____

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:

(Scope of work) _____

(Project schedule) _____

(Special Provisions) _____

Abonmarche's proposal/work plan, dated _____ is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:

(Fee/Type) _____

Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within thirty (30) days of its receipt. If no written objection is made within the thirty (30) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

The Client has designated _____ as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. *By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-6 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings.* These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: _____
Signature: _____	Printed Name: _____	Printed Name: _____
Printed Name: _____	Date of Birth: _____	Title: _____
Date Signed: _____	Driver's License #: _____	Originating Office: Abonmarche Consultants, Inc.
Federal Tax ID: _____	Employed by: _____	_____
	Address: _____	_____
	City/State _____	Date Signed: _____
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the acts, errors, or omissions of Abonmarche which are negligent, in violation of or not up to the standards of this Agreement, or illegal.
5. **Billing and Payment.** The client shall make an initial payment of \$ 0.00 _____ [retainer] upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and proper

under this Agreement, and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.

6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate, subject to mutual agreement between the Client and Abonmarche.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order.
9. **Underground Structures or Buried Utilities.** The Client is responsible for

identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, if unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.

10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for reasonable costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client

waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.

11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.
13. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the negligence or misconduct of Abonmarche.
14. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are

only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.

15. **Ownership of Instruments of Service.** The Client is the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the possession of the Client. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
17. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
18. **Insurance.** The Client and Abonmarche will cause the other party and its employees to be listed as additional insured on the general liability policies carried by the parties that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured

on a primary and non-contributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.

19. **Third Party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
20. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any contractual claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
21. **Suspension of Services.** In the event of non-payment or other breach by Client, Abonmarche will have the absolute right to suspend work without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance. Abonmarche shall not have the right to suspend services if the Client is not in breach, and Abonmarche shall be liable for damages caused by any wrongful suspension.
22. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the

Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche beyond the terms of this Agreement, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.

23. **ADA and Code Compliance.** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.
24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that

Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client does not pay for those services except when the Client is a governmental agency and lien rights do not apply.

25. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs, if Abonmarche prevails. If Abonmarche does not prevail, Abonmarche shall reimburse the Client for its expenses, including its actual attorney fees and costs, defending against Abonmarche's lawsuit.
26. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
27. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.
28. **Exclusive Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
29. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
30. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond their respective reasonable control. Such causes include, but

are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

4867-0474-8876 v2 [57570-1]

31. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche in accordance with the payment terms herein, or if Abonmarche fails to perform its obligations under this Agreement through the expiration of the ten (10) days written notice, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the non-breaching party.
32. **Severability.** In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.
33. **Dispute Resolution.** Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.
34. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement

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



MEMORANDUM

TO: Ashley Latsch – City Manager

CC: Michael England – Public Works Director

FROM: Logan Cuddington– Streets and Utilities Manager

DATE: July 24, 2026

SUBJECT: 2026 Over Band Crack Fill

On April 15, 2026, sealed bids were opened for the Over Band Crack Fill Project on selected streets within the City of Grand Haven. The request for proposals (RFP) was advertised for two weeks, and two bids were received by the bid opening deadline. After reviewing the proposals, staff recommend awarding the contract to Wolverine Sealcoating LLC of Jackson, Michigan, in the amount of \$18,075.00.

The Over Band Crack Fill Project is included in the current fiscal year budget under the Professional Services line items for the Major Street and Local Street Funds.

Staff recommends that the City Council accept the low bid submitted by Wolverine Sealcoating LLC of Jackson, Michigan, in the amount of \$18,075.00 and authorize the Mayor and City Clerk to execute the necessary agreement on behalf of the City of Grand Haven.

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

Wolverine Sealcoating LLC
3235 County Farm Road
Jackson, MI 49201

PROPOSAL FORM

4-13-26

Date

Ms. Maria Boersma, Clerk
519 Washington Avenue
Grand Haven, MI 49417

Dear Ms. Maria Boersma:

Completely in accordance with your notice, instructions and specifications of the Request for Proposals dated **April 15, 2026**; we propose to furnish the labor and materials to complete Over Band Crack Fill as described in your Request for Proposals as follows:

2026 Crack Sealing

Street Name	From to:	Price	Length of Street
Washington	RR Tracks to 5th •	925	850
Washington	Ferry to Beacon •	725	1,250
Waverly	Beacon to Ferry •	475	1,245
Waverly	Sheldon to Cutler •	500	600
6th	Clinton to Madison •	1975	1,920
Memory Lane	Harbor to Prospect •	520	410
Windrift	Harbor to Dead End •	260	190
Elliott	2nd to Beacon •	1500	2,580
Lafayette	Harbor to 5th •	1300	2,200
Ferry	Grant to Robbins •	2050	4,620
Sheldon	Robbins to Taylor •	1,570	2,640
Washington	Albee to Hopkins •	750	1,360
Harbor	Columbus to 2nd •	755	1,400
Howard	4th to 2nd •	425	985
Fulton	Beechtree to US 31 •	1650	3,800
Grant	RR Tracks to 7th •	145	350
Grand	Harbor to Sheldon •	2550	4,200

Total:

18,075

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

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

MUNICIPALTY Jackson County Road Commission
ADDRESS 2400 N. Elm Ave, Jackson MI 49201
CONTACT PERSON Jim Culling
PHONE NUMBER 517-740-1926
EMAIL _____

MUNICIPALTY Saginaw County Road Commission
ADDRESS 3020 Sheridan Ave. Saginaw MI 48601
CONTACT PERSON Dan Medina
PHONE NUMBER 989-233-0837
EMAIL _____

MUNICIPALTY Montcalm County Road Commission
ADDRESS 619 W. Main Street Stanta MI 48888
CONTACT PERSON Pat Denton
PHONE NUMBER 989-831-5285
EMAIL _____

NOTE

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

PROJECT COMPLETION: The successful bidder will be required to complete all work, labor, material and any additions in the scope of this RFP on or before **September 11, 2026** or \$200.00 per day will be assessed to the contractor for each day past this deadline.

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

BIDDERS INFORMATION:

Wolverine Sealcoating LLC

(Bidder's Company Name)

3235 County Farm Rd

(Street/Mailing Address)



(Bidder's Signature)

517-962-4261

(Bidder's Telephone Number)

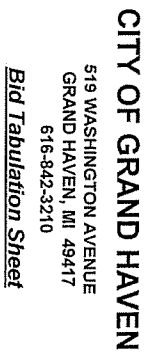
Jackson, MI 49201

(City/State/Zip)

Kit Wingle

(Print Bidder's Name)

-END OF SECTION-



CITY OF GRAND HAVEN

519 WASHINGTON AVENUE
GRAND HAVEN, MI 49417
616-842-3210

Bid Tabulation Sheet

Wednesday, April 15, 2026

Wednesday, April 15, 2026

Time of Bid Opening

10:15 a.m.

Project Name: 2026 Annual Over Band Crack Filling

2026 Annual Over Band Crack Filling

DPW - Logan Cuddington

[illegible]

CITY OF GRAND HAVEN CONTRACTOR SERVICES AGREEMENT

This Agreement is made as of _____, 2026, between the City of Grand Haven, a Michigan Municipal Corporation, the address of which is 519 Washington Avenue, Grand Haven, Michigan 49417, Attn.: City Manager (the "City"), and Wolverine Sealcoating LLC., the address of which is 3235 County Farm Road, Jackson, MI 49201 (the "Contractor").

RECITALS

- A. The City wishes to provide for Over Band Crack Fill (the "Project").
- B. To complete the Project, the City requires the services of a contractor to provide the necessary labor, materials, and equipment for the Over Band Crack Fill as specified in the Invitation to Bid, Conditions of Contract, and Specifications attached as **Exhibit A** and incorporated by reference.
- C. The Contractor's proposal to provide such services is attached as **Exhibit B** and incorporated by reference.
- D. The City Council, by its action at a meeting held August 3, 2026 selected the Contractor to complete the Project.

AGREEMENT

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

ARTICLE I CONTRACTOR'S RESPONSIBILITIES

- 1.1. Basic Services, Materials and Equipment. The Contractor shall provide the following services, materials and equipment:
 - (a) All labor, materials, supplies, tools, equipment, process and other services necessary for the complete construction of the Project described in this Agreement, the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached to Exhibit A, and incorporated by reference, to the approval and complete satisfaction of the City.
 - (b) Any labor, material, supplies, tools, equipment, process or other service which may have been unintentionally omitted from the description of work but which is clearly necessary for the proper completion of the Project in a workmanlike manner, shall be furnished by the Contractor as if it had been specified in the scope of work for the Project.

- (c) Any work and materials rejected by the City or as failing to comply with this Agreement shall be promptly removed and replaced by the Contractor to bring it into compliance. This work shall be done at the expense of the Contractor without cost to the City and shall include making good all work of others destroyed or damaged by removal and replacement.
 - (d) Provide cost information for any proposed change orders requested by the City. All change orders shall require the signature of the City and the Contractor. Minor changes in work or materials not involving an increase in the overall cost of the project or extension of construction time may be authorized by the City Manager. Other changes will require City Council approval.
- 1.2 Additional Services. The Contractor will perform services in addition to those detailed in Section 1.1 of this Agreement only when requested in writing by the City.
 - 1.3 Termination. Should the Contractor fail to satisfactorily perform any of its duties and obligations under this Agreement in a timely fashion, the City may, upon thirty (30) days written notice, terminate this Agreement.
 - 1.4 Insurance. The Contractor shall, before it commences any work under this Agreement, file a Proof of Insurance with the City Clerk.

ARTICLE II

PHASES FOR COIVIVENCEMENT AND COMPLETION

- 2.1 Phases. The project shall be commenced and completed per the Invitation to Bid Conditions of Contract, General Conditions and Specifications.
- 2.2 Commencement and Completion. Work shall commence and not be interrupted until completion on or before September 11, 2026. All parties agree that the timetable may be extended due to unforeseen circumstances as agreed by City Manager or designee and the Contractor.

ARTICLE III

COMPENSATION AND PAYMENT

- 3.1 Compensation. The City shall pay the Contractor the sum of \$17,221.80. provided for in the Contractor's proposal attached as Exhibit B, for the services performed under Section 1.1 of this Agreement. Additional services as defined in Section 1.2 of this Agreement will be performed for a fee agreed upon in writing prior to the performance of such services.
- 3.2 Billing and Payment. The Contractor will submit monthly invoices to the City for a Pro rata amount of the completed work. All payments, unless reasonably disputed within thirty (30) business days of the City's receipt of the invoice, shall be paid within (five) days of the City's receipt of the invoice, provided that ten percent (10%) of each

invoice amount shall be retained by the City until the Project is completed to the City's reasonable satisfaction. The Contractor shall present to the City Clerk a Performance Bond in the amount of \$0 prior to the start of the project.

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

ARTICLE IV MISCELLANEOUS

- 4.1 Notices. Any notice or other communications to be given under this Agreement shall be personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.
- 4.2 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted and enforced under, the laws of the State of Michigan. To the extent permitted by law, the state courts of Ottawa County, Michigan shall be the jurisdiction and venue for any litigation or other proceeding between the parties that may be brought by reason of this Agreement.
- 4.3 Waiver of Breach. Neither party's waiver of a breach of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.
- 4.4 Enforcement. If either party takes legal action to enforce this Agreement, the prevailing party shall be entitled to recover its actual, reasonable costs of such action, including, without limitation, actual, reasonable attorney's fees.
- 4.5 Headings. The headings in this Agreement are for reference purposes and shall not affect the meaning or interpretation of this Agreement.
- 4.6 Entire Agreement. This Agreement supersedes all previous or contemporaneous agreements between the parties and constitutes the entire Agreement between the parties relating to its subject matter, except for the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached as Exhibit A and the Proposal attached as Exhibit B, both of which are incorporated by reference. No other oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall have any effect, and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into this Agreement, the parties are relying solely upon the representations and agreements in this Agreement and no others.
- 4.7. Conflicts. In case of any conflict between this Agreement and its Exhibits, the terms of this Agreement shall control. In case of any conflict between the Invitation to Bid, Conditions of Contract, and Specifications attached as Exhibit A shall control.
The parties have executed this Agreement as of the date first written above.

WITNESSES:

THE CITY OF GRAND HAVEN

By:

Robert Monetza, Mayor

Maria Boersma, City Clerk

THE CONTRACTOR

By:

_____ Its:

By:

_____ Its:

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY

OFFICE OF THE DIRECTOR

DATE: June 30, 2026

TO: Ashley Latsch, City Manager

FROM: Nichole Hudson, Director of Public Safety

RE: Request for Approval of Ordinance Amendments Related to Electric Bicycles, Electric Skateboards, and Restricted Areas



The purpose of this memorandum is to request City Council approval of amendments to the City of Grand Haven Code of Ordinances to incorporate current State of Michigan definitions for electric bicycles and electric skateboards and to clarify where these devices may be operated within the City. These amendments will provide consistency with state law, improve public safety, and provide officers with clear enforcement authority.

The use of electric bicycles (e-bikes) and electric skateboards has increased significantly throughout the City of Grand Haven, particularly in the downtown business district, boardwalk, and waterfront areas. While these devices provide an alternative means of transportation, they also create conflicts with pedestrians in areas of high foot traffic.

The City's current ordinances do not define electric bicycles or electric skateboards. As a result, enforcement can be inconsistent and creates confusion for residents, visitors, and enforcement personnel. Adopting the State of Michigan definitions will ensure consistency with state law while allowing the City to appropriately regulate where these devices may operate.

Proposed Ordinance Amendments

1. Amend Section 25-40 – Definitions

Add the following definitions.

Permitted Wheeled device shall mean any device to carry, transport, or aid a user traveling upon the boardwalk, including bicycles, roller skate, roller blades, strollers or mobility device as defined by ADA.

Non-permitted Wheeled Device shall be defined as electric bicycles, electric scooters, electric skateboard, or skateboard.

2. Amend Section 25-44 – Prohibited Conduct on the Boardwalk

Amend Section 25-44 to include:

- Electric bicycles
- Electric skateboards

These devices would be prohibited on the City's boardwalk in the same manner as the currently prohibited devices to improve pedestrian safety in this heavily traveled area. At this time the only device not allowed on the boardwalk is a regular skateboard.

3. Amend Section 36-8 – Prohibited Conduct in Roadway or Right-of-Way

Subsection (b)

Amend the ordinance to prohibit the operation of:

- Bicycles
- Electric bicycles
- Skateboards
- Electric skateboards
- Roller skates
- In-line skates

on sidewalks owned by the public along Washington Avenue between Harbor Avenue and Third Street from the last weekend in May through Labor Day each year.

Additionally, prohibit these devices within the 100 block of Washington Avenue whenever the street is closed to vehicular traffic during the same seasonal period.

Proposed new language: Section 36-8 subsection b:

No person shall use or operate a bicycle, electric bicycle, skateboard, electric skateboard, roller skates, or in-line skates for any purpose whatsoever on the sidewalks owned by the public along Washington Avenue between Harbor Avenue and Third Street in the city from the last weekend in May through Labor Day each year. Additionally, no person shall use or operate a bicycle, electric bicycle, skateboard, electric skateboard, roller skates, or in-line skates for any purpose whatsoever within the 100 block of Washington Avenue when the street is closed to vehicular traffic from the last weekend in May through Labor Day each year.

Subsection (c)

Amend subsection (c) to include electric bicycles and electric skateboards wherever bicycles and skateboards are currently prohibited, ensuring consistent regulation throughout the ordinance.

By amending Section 36-8(c) to include electric bicycles and electric skateboards, the City will provide Public Safety Officers with clear authority to enforce reckless, careless, or negligent operation of these devices on public property throughout the City. This amendment ensures that emerging forms of transportation are regulated consistently with traditional bicycles and skateboards, enhances public safety, and closes a gap in the current ordinance by applying the same standard of care to all listed devices.

Proposed Amendment to Section 36-8(c)

No person shall use or operate a bicycle, electric bicycle, skateboard, electric skateboard, roller skates, or in-line skates upon any public place in an intentional, reckless, careless, or negligent manner that causes or reasonably could cause injury to the operator, any other person, or damage to the property of another person, including, without limitation, any public property.

Benefits of the Proposed Amendments

The proposed amendments provide several important benefits:

- Align City ordinances with current State of Michigan law.
- Clearly define electric bicycles and electric skateboards for enforcement purposes.
- Improve pedestrian safety in high-volume tourist and downtown areas.
- Reduce conflicts between pedestrians and motor-assisted mobility devices.
- Provide clear expectations for residents and visitors with proper signage and education.
- Support the City's ongoing efforts to maintain a safe and pedestrian-friendly city, downtown and waterfront.

Recommendation

The Public Safety Department recommends that the City Council approve the proposed ordinance amendments to Sections 25-40, 25-44, and 36-8 of the City Code.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE CITY OF GRAND HAVEN
CODE OF ORDINANCES BY UPDATING SECTION 25-40
REGARDING PEDESTRIAN BOARDWALK PER CHAPTER 25
ARTICLE III OF THE CODE OF ORDINANCES.**

**THE CITY OF GRAND HAVEN, COUNTY OF OTTAWA, STATE OF MICHIGAN,
ORDAINS:**

Section 1. Amendment. Section 25-40 of Article III in Chapter 25 of the City of Grand Haven Code of Ordinances is restated in its entirety as follows.

Sec. 25-40- Definitions

Pedestrian boardwalk (hereinafter "boardwalk") shall mean those areas specifically designated by the city for public ingress, egress, and travel from the easterly boundary of the state park where it meets the south pier, easterly, to and including the easterly terminus of the Chinook pier. The "boardwalk" shall include any future extensions to Harbor Island.

Pedestrian shall mean those users of the boardwalk who travel upon foot only without aid of any wheeled device.

Permitted Wheeled device shall mean any device to carry, transport, or aid a user traveling upon the boardwalk, including bicycles, roller skate, roller blades, strollers or mobility device as defined by ADA.

Non-permitted Wheeled Device shall be defined as electric bicycles, electric scooters, electric skateboard, or skateboard.

Section 2. Effective Date. This amendment to the City of Grand Haven Code of Ordinances was approved and adopted by the City Council on _____, 2026. This Ordinance shall be effective 20 days after its publication.

Mayor

Clerk