



**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
AGENDA FOR
REGULAR COUNCIL MEETING
GRAND HAVEN CITY HALL*
COUNCIL CHAMBERS
519 WASHINGTON AVE
MONDAY, August 17, 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. Carole Walker, Musical Fountain Committee, term ending June 30, 2030.
- B. Bill Ellingboe, Planning Commission, term ending June 30, 2027.

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. City Council Goals Update
Ashley Latsch, City Manager

11. CONSENT AGENDA

ATTACHMENT C

- A. Approve the Regular City Council meeting minutes for August 3, 2026.
- B. Approve the bills memo in the amount of \$3,329,298.71.
- C. Approve Tahlor Heft as Officer Delegate and Jordyn Berends as Employee Delegate to the 2026 MERS Annual Conference.

- D. Approve a grant application to the Michigan Department of Treasury Fire Equipment Grant Program in the amount of \$50,000.00 with no local match, for the purchase of new fire gear, SCBA masks and thermal imaging cameras.
- E. Approve the proposal of \$55,350.00 from Fishbeck of Grand Rapids, Michigan for engineering services required to complete regulatory- required five-year Water Reliability Study of the Northwest Ottawa Water Treatment Plant.
- F. Approve the terms of MDOT AERO Sponsor Grant 2026-0673 in the amount of \$91,295.63 with no local match, for the replacement of two runway end identifier lighting systems, hanger painting, replacement gas nozzles, and static discharge reels.
- G. Approve a resolution to distribute the updated Centertown Vision Plan.

12. UNFINISHED BUSINESS

13. PUBLIC HEARING

14. NEW BUSINESS

ATTACHMENT D

- A. Consideration by City Council of a resolution to approve a proposal with Abonmarche in the budgeted amount of \$128,500.00 for engineering services to line approximately 4,680 feet of water main along Ferry Street from Robbins Road to Grant Avenue.

Administration recommends approval

- B. Consideration by City Council of a resolution to approve a proposal with Abonmarche in the budgeted amount of \$50,500.00 for design and construction engineering services to improve the Oakes Avenue lift station.

Administration recommends approval

- C. Consideration by City Council of a resolution to approve a new event request to allow the Grand Haven Lighthouse Conservancy to host a volunteer appreciation luncheon at Escanaba Park on September 19, 2026.

Parks and Recreation Board recommends approval
Administration recommends approval

- D. Consideration by City Council of a resolution to approve the use of Central Park for event displays from September 30, 2026 to November 1, 2026 for the Grand Haven Main Street DDA's annual Bones About Town.

MSDDA recommends approval.
Parks and Recreation Board recommends approval
Administration recommends approval

- E. Consideration by City Council of a resolution to approve a proposal with Abonmarche in the budgeted amount of \$21,500.00 for design and construction engineering for the 4 Edwards Retaining Wall project.

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. CLOSED SESSION

- A. Consideration by City Council to go into closed session to consider a periodic personnel evaluation pursuant to Section 8(1)(a) of the Open Meeting Act at the written request of the employee.
- B. Consideration by City Council to come out of the Closed Session.

20. ADJOURNMENT

Attachment A

Board / Commission Online Application Submission

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

Date Thu 7/9/2026 2:12 PM

To Clerk <clerk@grandhaven.org>

First Name: Carole

Last Name: Walker

Home Address:

City: Grand Haven

State: MI

Zip Code: 49417

Phone Number:

Email:

I wish to be considered for: Appointment

Application Choices: Musical Fountain Committee

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: High School Diploma, some college. Graduated in 1982.

Place of Employment: Education Travel and Culture

Type of Work Performed: I place Exchange Students from other countries with Host Families here in the US. I Manage all of Michigan for my agency.

**Please List Other Relevant
Experience:** Management experience, good communication. Work well with others.

Board / Commission Online Application Submission

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

Date Sun 8/2/2026 1:01 PM

To Clerk <clerk@grandhaven.org>

First Name: Bill

Last Name: Ellingboe

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?:** Yes

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

Educational Qualifications: BS in Mathematics and History, University of Notre Dame
MBA in Hospitality and Tourism Management, Strayer
University

Place of Employment: PMI Golden Beacon

Type of Work Performed: Residential Property Management services

**Please List Other Relevant
Experience:** Previously served on the G.H. planning commission for 8
years, with 2 years as the chair; President, Grand Haven
Community Land Trust; Former President, Grand Haven
Fraternal Order of Eagles

Attachment B



City Council

2026-2027 Strategic Priorities



Excellence in Government

- ☐ Hold regular joint meetings with the Board of Light and Power.
- ☐ Conduct and complete a formal RFP process for long-standing City service contracts.
- ☐ Evaluate and make balanced contributions to the MERS Surplus Fund while ensuring that essential City projects and operations are not deferred.
- ☐ Update City Council by-laws.
- ☐ Evaluate revenue sources
 - evaluate fees; ensuring they cover administrative costs
 - consider excess city property
 - continue to pursue outside funding for projects



Environmental Stewardship

- ☐ Continue to update and implement the City's Forest Management Plan.
- ☐ Evaluate options for natural and native landscaping to improve environmental outcomes and operational efficiency.
- ☐ Continue advancing remediation efforts for Harbor Island in collaboration with agency partners and state and federal authorities.



Community Livability

- ☐ Assess potential improvements to pedestrian connectivity and infrastructure.
- ☐ Assess opportunities to support and advance regional transportation initiatives.
- ☐ Identify and pursue corridor placemaking opportunities that encourage year-round activation and leverage smart, innovative solutions.
- ☐ Resume and improve full time code enforcement program.
- ☐ Negotiate a lease with the Grand Haven Children's Museum that aligns with operational needs and advances City and community interests.



Economic Development & Affordability

- ☐ Evaluate the future of the Grand Haven Area Community Land Trust.
- ☐ Advance housing affordability through a comprehensive review of policies and incentives, assessment of organizational capacity and resources, and exploration of strategic partnerships to support coordinated regional solutions.
- ☐ Guide the Chinook Pier redevelopment through to completion.



Recreation, Culture & Learning

- ☐ Reinstate City-wide sidewalk plowing.
- ☐ Support the establishment of a local arts council to advise on, recommend, and fund public art placemaking initiatives.



Health & Safety for All

- ☐ Implement consistent and robust emergency management planning and training.
- ☐ Present and regularly update the public on the implementation plan and expenditures associated with the recently approved public safety millage.



Engaged, Informed & Connected Community

- ☐ Convene regular meetings with members of the business community to foster collaboration and improve understanding of business needs.
- ☐ Evaluate and update website for ease of access to information.
- ☐ Implement dedicated page on the website for relevant, and timely, updates in regard to City projects.

Attachment C

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
MONDAY, AUGUST 3, 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, Erin Lyon, Mayor Pro-tem Mike Dora, and Mayor Bob Monetza.

Absent: None.

Others Present: City Manager Ashley Latsch, City Clerk Maria Boersma, Assistant City Manager Dana Kollewehr, Finance Director Emily Greene, Public Safety Director Nichole Hudson, Public Works Director Michael England, and Streets & Utilities Manager Logan Cuddingham.

INVOCATION/PLEDGE OF ALLEGIANCE

NEW APPOINTMENTS

26-165 Mayor Pro-tem **Dora** moved, seconded by Council Member **Lyon**, to appoint Joseph Filippelli to the Planning Commission with a term ending June 30, 2029.

Roll Call Vote:

This motion carried unanimously.

APPROVAL OF CONSENT AND REGULAR AGENDAS

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

26-166 Council Member **Lyon** moved, seconded by Mayor Pro-tem **Dora**, to remove item 14 C from the regular agenda.

Roll Call Vote:

This motion carried unanimously.

26-167 Council Member **Fritz** moved, seconded by Council Member **Kallio**, to approve the agendas as amended.

Roll Call Vote:

This motion carried unanimously.

FIRST CALL TO AUDIENCE

John, 303 S Third: Commented on the rules for the skate park.

Jeffrey Miller, 1120 S Harbor: Commented on the Board of Light and Power's General Manager's salary and the recently approved strategic plan.

Oliver Shampine, 540 D Ave: Commented on the use of Flock Cameras.

Jim Hagen, 400 Lake: Commented on the proposed ordinance changes regarding electronic bikes and scooters.

PRESENTATION

Ryan Ferrier of Lakeshore Advantage shared the annual investor presentation.

CONSENT AGENDA.

26-168 Approve the Regular City Council Meeting Minutes of July 20, 2026.

26-169 Approve the bills memo in the amount of \$1,931,030.70. **Attachment A**

26-170 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.

Council Member **Fritz** moved, seconded by Council Member **Lyon**, to approve the Consent Agenda as presented.

Roll Call Vote:

This motion carried unanimously.

UNFINISHED BUSINESS

26-171 Council Member **Lyon** moved, seconded by Council Member **Fritz**, to approve a final resolution to amend Section 36-8 of Article I in Chapter 36 of the City of Grand Haven Code of Ordinances 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.

26-172 Mayor Pro-tem **Dora** moved, seconded by Council Member **Lyon**, to approve 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.

Roll Call Vote:

This motion carried unanimously.

NEW BUSINESS

26-173 Council Member **Fritz** moved, seconded by Council Member **Kallio**, to approve a professional service agreement with Abonmarche Associates for the Lead Service Line Project in the budgeted amount of \$88,500.00.

Roll Call Vote:

This motion carried unanimously.

26-174 Council Member **Fritz** moved, seconded by Council Member **Lyon**, 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.

Roll Call Vote:

This motion carried unanimously.

REPORT BY CITY COUNCIL

Council Member Lyon thanked all the Service Members of the Coast Guard for attending the festival and the Coast Guard Festival Committee and city staff for their work, shared sympathies for the Grand Haven Township family that lost their lives, and encouraged residents to vote.

Mayor Pro-tem Dora thanked the Department of Public Safety, the Department of Public Works, and the Coast Guard Festival Committee for their work to plan and manage the Coast Guard Festival, shared that August 7 will be the Purple Heart Commemoration Ceremony, and the Grand Haven Lighthouse will have a ribbon-cutting ceremony.

Council Member Kallio shared the festival was wonderful and was honored to participate, thanked the Department of Public Safety, the Department of Public Works, and the Coast Guard Festival Committee for their work to plan and manage the Coast Guard Festival. Council Member Kallio read a statement regarding the Grand Haven Township family that lost their lives.

Council Member Fritz thanked Council Member Kallio for her statement regarding the Grand Haven Township family. Council Member Fritz shared that the Coast Guard Festival was unbelievable and thanked the Department of Public Safety, the Department of Public Works, and city staff for their work to clean up the city after the festival and encouraged residents to vote.

Mayor Monetza acknowledged the series of tragedies that have happened in the area in the last two weeks. Mayor Monetza shared that the Coast Guard Festival went well and thanked all the volunteers and employees who helped make it happen, and encouraged residents to vote.

CITY MANAGER REPORT

City Manager Latsch encouraged everyone to attend Walk the Beat, thanked the Departments of Public Safety and Public Works for their work during the festival. An update on the 2026 Council Goals will happen at the next City Council meeting.

CALL TO AUDIENCE SECOND OPPORTUNITY

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 8:59 p.m.

Robert Monetza, Mayor

Maria Boersma, City Clerk

Regular City Council Meeting Minutes
Monday, August 3, 2026
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Attachment A

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

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

08.17.26

FUND NUMBER	FUND NAME	WARRANT 08.05.26	ACH WARRANT 08.05.226	WARRANT 08.12.26	ACH WARRANT 08.12.26	CREDIT CARD WARRANT 08.11.26	TOTALS
101	General Fund	\$82,573.99	\$0.00	\$76,731.74	\$112,581.67	\$11,887.58	\$283,774.98
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$8,793.97	\$0.00	\$940.19	\$21,793.20	\$0.00	\$31,527.36
203	Local Street Fund	\$3,350.77	\$0.00	\$92.19	\$4,554.91	\$0.00	\$7,997.87
235	Public Safety Millage Rev Fund	\$0.00	\$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	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$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	\$0.00
245	Downtown TIF Rev Fund	\$0.00	\$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	\$0.00
248	Grand Haven Main Street DDA Fund	\$2,908.78	\$0.00	\$19,524.00	\$1,601.61	\$610.69	\$24,645.08
272	2008/17 UTGO Inf Bond Rev Fund	\$0.00	\$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	\$0.00
274	2015 UTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
278	Community Land Trust Fund	\$0.00	\$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	\$0.00
372	2008/17 UTGO Inf Debt Fund	\$0.00	\$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	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$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	\$0.00
384	2020 LTGO Bond - Warber Drain Fund	\$0.00	\$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	\$0.00
401	Public Improvements Fund	\$0.00	\$0.00	\$21,093.75	\$0.00	\$34.94	\$21,128.69
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island Remediation Fund	\$0.00	\$0.00	\$2,100.00	\$602,703.16	\$162.14	\$604,965.30
435	Public Safety Capital Project Fund	\$0.00	\$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	\$0.00
457	2014 LTGO Construction Fund	\$0.00	\$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	\$0.00
508	North Ottawa Recreation Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$109.95	\$109.95
509	Sewer Authority Operating	\$11,857.65	\$0.00	\$125.25	\$3,291.10	\$2,478.06	\$17,752.06
509	Sewer Authority SL Force Main	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$4,617.27	\$0.00	\$6,330.08	\$1,663.82	\$0.00	\$12,611.17
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airport Fund	\$56.09	\$0.00	\$3,017.17	\$16,425.76	\$0.00	\$19,499.02
590	City Sewer Fund	\$538.72	\$0.00	\$113.18	\$89,273.28	\$0.00	\$89,925.18
591	City Water Fund	\$813.51	\$0.00	\$322.41	\$135,702.37	\$0.00	\$136,838.29
594	Marina Fund	\$481.33	\$0.00	\$1,161.72	\$2,453.87	\$537.47	\$4,634.39
597	Boat Launch Fund	\$40.01	\$0.00	\$0.00	\$0.00	\$0.00	\$40.01
661	Motor Pool Fund	\$1,386.02	\$0.00	\$5,184.56	\$30,574.40	\$0.00	\$37,144.98
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$5,544.00	\$0.00	\$5,544.00
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
679	Health Benefits Fund	\$0.00	\$0.00	\$91.80	\$0.00	\$0.00	\$91.80
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$529,385.68	\$1,501,682.90	\$0.00	\$0.00	\$0.00	\$2,031,068.58
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$646,803.79	\$1,501,682.90	\$136,828.04	\$1,028,163.15	\$15,820.83	\$3,329,298.71

\$3,329,298.71 Total Approved Bills

\$2,036,704.38 Minus eligible bills for release without prior approval: including Utility,

\$1,292,594.33 Retirement, Insurance, Health Benefit, and Tax Collection Funds

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



TO: Ashley Latsch, City Manager

FROM: Tahlor Heft, HR Manager

DATE: August, 6, 2026

SUBJECT: MERS Delegate Form

Please see the MERS Delegate form for the annual 2026 MERS Conference delegates confirmation.

This item is requested to be added as a consent agenda item.



Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.6377
mersofmich.com

2026 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | October 2026

Please print clearly • Scan and attach this file when you register online • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name
Tahlor Heft

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve during the 2026 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on _____, 2026.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name
Jordyn Berends

Employee Alternate name

Employee delegate and alternate listed above were elected to serve during the 2026 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on **July 31**, 2026.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*
City of Grand Haven

Municipality number*
7010

Email address
theft@grandhaven.org

Employer address
519 Washington Ave

Employer city
Grand Haven

Employer state
MI

Employer zip code
49417

Printed name

Title of authorized authority*

Authorized signature*

Date

* Required field

2
ways to
submit

1. Fill out a printed version, then scan and save it to your computer. Upload it when requested during the conference registration process. – OR –
2. Visit the conference website and download the form. Fill it out (an electronic signature is permissible), then save and upload it when requested during the conference registration process.

GRAND HAVEN PUBLIC SAFETY DEPARTMENT

OFFICE OF THE CAPTAIN

DATE: August 5, 2026
TO: Nichole Hudson, Public Safety Director
FROM: Lee Adams, Captain
RE: 2026 Fire Equipment Grant



This memo is a formal request to apply for The Michigan Department of Treasury Fire Equipment Grant Program.

As of August 2026, Grand Haven Public Safety has successfully hired fifteen (15) new officers over the last year, representing nearly half of our current department roster. While onboarding these personnel strengthens our frontline, equipping them with code-compliant structural firefighting gear places an immediate, severe strain on our municipal budget. To remain fiscally responsible while expanding protection for our residents and visitors, we are actively rebuilding our Paid-On-Call (POC) Firefighter Program to fortify our response staffing.

A complete, NFPA-compliant structural fire set of gear includes a coat, pants, gloves, hood, helmet, and boots which now costs approximately \$6,200 per person. Our department currently lacks compliant, unexpired surplus gear to outfit incoming personnel, and NFPA 1851 mandates the immediate retirement of any gear crossing the 10-year manufacturing threshold. Without grant assistance, the steep upfront cost of PPE acts as a direct barrier to expanding our roster.

The Michigan Department of Treasury's Fire Equipment Grant program is the ideal mechanism to resolve this shortfall. A maximum grant allocation of \$50,000.00 will allow our department to immediately purchase six (6) complete sets of fire gear along with six SCBA masks and two thermal imaging cameras. This targeted acquisition matches the exact number of Paid-On-Call firefighters we are currently looking to hire and deploy into the community. Securing these funds will directly translate into a larger, safely equipped emergency response force for the City of Grand Haven and mutual aid partners, achieving a critical public safety milestone without compromising our local fiscal constraints.

Inside 208

Fire Equipment Grant Program Applications Now Available

By: John LaMacchia, July 22, 2026

The Michigan Department of Treasury (Treasury) is re-opening the Fire Equipment Grant Program.

Applications for the Fire Equipment Grant Program are now available for electronic submission. The due date for submissions is September 30, 2026. Below is a brief overview of the grant program.

Purpose:

The Fire Equipment Grant Program was established under Public Act 22 of 2025 to provide funding to local units of government (local governments) for the purchase of fire equipment for all firefighters and/or fire gear for on-call, part-time, or volunteer



Subscribe



township by resolution, motion, or charter.

As a one-time appropriation, Treasury was appropriated \$8.0 million for the grant program, and at least \$4.0 million must be distributed to local governments with predominately on-call, part-time, or volunteer fire departments.

Grant expenditures must be incurred between October 1, 2025, and September 30, 2030.

Eligibility:

Any local government within the State of Michigan is eligible to apply. In order to qualify for a Fire Equipment Grant, local governments must submit electronically a completed Fire Equipment Grant Program Application (Form 5874), along with a proposed grant budget detailing how grant funds will be used to purchase fire equipment for all firefighters and/or fire gear for firefighters who are on-call, part-time, or volunteer.

Grant awards of up to \$50,000 may be issued to eligible local governments. Awards are contingent on available funding and may be lower than requested.

Funding Priority:

Funding will first be prioritized for local governments that directly employ firefighters or have direct authority, supervision or operational control of firefighters. Award amounts will be prorated to ensure all local governments within this priority group receive funding. If additional funds

Rescue Plan

Bridge Funding

Census



Application Deadline:

Applications must be signed and submitted (by the local government's Chief Administrative Officer or designee) electronically no later than September 30, 2026.

To request access to the electronic application, visit the [Michigan Electronic Signature \(eSignature\) Solution](#).

Note: Any application that is submitted without required signatory delegation documentation will be denied.

Program Modifications Since Suspension:

- Fire Equipment is an allowable expense for all firefighters.
Note: Fire gear remains **limited** to firefighters who are on-call, part-time, or volunteer.
- No local government can be awarded more than \$50,000.
- The option to request reimbursement at the time of application has been eliminated.

Application

- [Request an Application for the Fire Equipment Grant Program](#)
- [Online Application Guide](#)
- [Application Instructions](#)

Previously Submitted Applications:



original application on file.

Additional information can be found by visiting the [Fire Equipment Grant Program](#) website.

John LaMacchia is the League's director of state & federal affairs. He can be reached at jlamacchia@mml.org or 517-908-0303.

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We love where you live.

Contact

info@mml.org
734-662-3246

Locations



Memorandum

NORTHWEST OTTAWA WATER TREATMENT PLANT



To: Ashley Latch, City Manager
From: Eric Law, NOWS Water Filtration Superintendent
Date: July 21, 2026
Re: **NOWS Water Treatment Plant Water Systems Reliability Study**

Water system reliability studies are required every five years under the Safe Drinking Water Act. These studies evaluate a water system's ability to provide safe, reliable, and adequate drinking water by assessing the resiliency and redundancy of its infrastructure and treatment processes. They also identify improvements necessary to ensure continuous, efficient operation and compliance with current and future regulatory requirements.

For the first time, the 2021 Reliability Study aligned the six Northwest Ottawa Water System (NOWS) municipal distribution system reliability studies with the NOWS Water Treatment Plant Reliability Study. This coordinated approach improved consistency in demand and capacity analyses and provided system managers with a comprehensive understanding of system-wide water demand, capacity, and operational performance.

Five years later, the 2021 study is due for its required update. The coordinated, system-wide approach adopted in 2021 will be used again. The 2026 Reliability Study will provide a comprehensive evaluation of each participating community and will again include the NOWS Water Treatment Plant Reliability Study, which will be updated concurrently with the individual municipal distribution system studies and incorporated into the overall system-wide assessment.

The Water Treatment Plant Reliability Study is an important component of the required five-year reliability assessment and will evaluate the plant's ability to continue providing safe, reliable, and adequate drinking water while meeting current and anticipated regulatory requirements. The study will assess plant capacity, treatment processes, infrastructure, operational performance, and system resilience, and identify any necessary improvements.

In recognition of their extensive involvement in the development of the NOWS system and their designation as Preferred Contractors, the NOWS Executive Committee authorized management in February to sole-source the project to Prein & Newhof of Muskegon for the NOWS distribution systems and Fishbeck of Grand Rapids for the NOWS Water Treatment Plant Reliability Study. Maintaining continuity with the engineering firms that have historically performed these studies provides significant technical and economic advantages. As the engineers of record for the NOWS member communities and the Water Treatment Plant, Prein & Newhof and Fishbeck possess extensive institutional knowledge of the system's infrastructure, operational history, and capital improvement programs. This familiarity minimizes the time required for data collection, system orientation, and historical review, allowing the study to focus on evaluating changes since the 2021 assessment rather

than recreating previously completed work. Using the same engineering teams also promotes consistency in methodology, assumptions, and evaluation criteria, enabling direct comparisons between the 2021 and 2026 studies. This continuity improves the accuracy and efficiency of the evaluation process, results in a more comprehensive update, and reduces overall project costs.

Preferred Contractor Status – A Preferred Contractor has demonstrated a proven record of reliable service, technical expertise, and effective problem-solving. Contractors with Preferred Status have developed institutional knowledge specific to the Nows systems, which allows them to respond efficiently and consistently to urgent needs, maintain strong working relationships with staff, and provide fair and competitive pricing.

Recommendation:

Management recommends the Grand Haven City Council approve the proposal from Fishbeck of Grand Rapids, Michigan, in the amount of \$55,350, for professional engineering services to complete the 2026 Northwest Ottawa Water Treatment Plant (WSSN 4847) Water Reliability Study. The study will be completed in conjunction with the broader Nows system-wide reliability study.

This planned project is included in the 2026-2027 fiscal year budget.

July 20, 2026

Eric Law
Water Plant Manager
Northwest Ottawa Water Treatment Plant
30 Sherman Avenue
Grand Haven, MI 49417

Proposal for Water Treatment Plant Reliability Study

Fishbeck is pleased to provide this proposal for professional services to complete a feasibility study for expansion of the Northwest Ottawa Water System (NOWS) Water Treatment Plant (WTP). Included below is our understanding of the project, proposed scope of design services, fee to complete these services, and projected project schedule.

Scope of Services

Complete a reliability study for the NOWS WTP in accordance with EGLE requirements and the Part 12 Administrative Rules of the Michigan Safe Drinking Water Act. The following specific tasks will be completed as part of the study:

1. Conduct a kickoff meeting with NOWS representatives and treatment plant staff to review project goals, scope, and communication protocol. The meeting will develop the following items:
 - a. Review goals for the study.
 - b. Describe information required from the NOWS to complete the evaluations.
 - c. Discuss any changes to plans for future expansion of the water system, added services, and possible service area changes that will impact future water use.
 - d. Discuss the process of coordination of evaluation methodologies with other concurrent NOWS studies being conducted by others, especially with regard to system storage recommendations and system demand projections.
2. Complete site visits to the WTP with engineering staff to inspect and evaluate the following:
 - a. Major unit processes and equipment, including rapid mix, flocculation, filtration, pumps, and motors.
 - b. Flocculation tank, pipe gallery, and clarifier concrete condition assessment.
 - c. Filter coatings and influent splitter box structure and supports.
 - d. Backwash holding tank, wastewater clarifiers, and alum residue dewatering system.
 - e. General facility inspections for roofing, architectural, structural, and HVAC condition evaluations.
3. Obtain and review information from NOWS required for the treatment plant portion of the reliability study, as updated since the conclusion of the prior reliability study, including the following:
 - a. Three years of treatment plant monthly operating reports (MORs) in electronic format. Prior data has already been provided to Fishbeck as part of other studies.
 - b. Latest copy of EGLE's Sanitary Survey, recommended improvements, and any deficiencies noted.
 - c. Equipment maintenance records completed since the prior WTP reliability study for major equipment.
 - d. Three years of electric bills and electrical usage data for the Low Service Pump Station and WTP.

4. Evaluate current available overall system storage volume and provide storage recommendations for the NOWS system and the NOWS WTP site. This work will be coordinated with the larger NOWS customer community reliability studies and customer community evaluation.
 - a. Obtain and review water treatment plant operating data and SCADA historized data from several representative high demand days and average days in lower demand periods over the past five years. It is assumed this data can be exported from SCADA in 1-hour intervals for select periods. Operating data to be utilized includes:
 - 1) raw water pumping rate,
 - 2) clearwell water level,
 - 3) high service pumping rate,
 - 4) City tank water levels,
 - 5) NOWS wholesale meter station flow rates, and
 - 6) NOWS customer community elevated tank levels.
 - b. Review tank construction drawings and details to create elevation/volume curves for each storage tank in the system to more accurately determine volume relationship to the measured level.
 - c. Use this historical data to further characterize and describe the current treatment plant operating strategy to meet demands on high demand days.
 - d. Develop present-day diurnal demand curves for peak water usage periods developed for the extended period simulation model, simulations will determine raw water pumping, treatment plant, and high service pumping rates required to meet projected maximum day and peak hour demands. Diurnal demand curves may be developed for the NOWS water system as well as compared for specific communities.
5. Review data around the intakes and low service pumping station from high demand periods and review any existing intake system capacity limitations.
 - a. Compare intake and lakebed data from updated underwater nautical surveys, completed separately by NOWS.
 - b. Compare historical raw water flow, temperature, pump suction pressure, and intake bed backwash interval to identify any performance trends or changes. Highlight performance during one or two thermal inversion periods where the intake system has historically experienced the most operational challenges.
 - c. Prior studies evaluated and recommended an approach to intake and low service capacity expansion and will not be reevaluated for feasibility or constructability in this WTP reliability study.
6. Review existing filter condition and performance.
 - a. Review to include coatings, center distribution manifold box, media, backwash system and drain structure, and valve actuators.
 - b. Determine maintenance and rehabilitation improvements required, considering media replacement.
 - c. Filter media sampling and analysis will be performed separately by the NOWS WTP staff, and results will be considered with filter improvements and capital planning.
7. Based on the site visits and review of the treatment plant operating data, complete an assessment of the water treatment plant equipment and unit processes related to treatment performance, equipment condition, and ability to meet the projected demands. The review will assess the treatment plant on the ability to meet current and future needs in terms of capacity, reliability, and regulations, and include the following:
 - a. Coagulation and flocculation pretreatment equipment.
 - b. Filtration equipment and capacity.
 - c. Chemical feed equipment including pumps, tanks, and transfer equipment.
 - d. Pumping system equipment including pumps, motors, valves, and metering.
 - e. Backwash holding capacity, wastewater clarification, and residuals handling and dewatering.
 - f. CT disinfection requirements.

8. Improvements and recommendations:
 - a. Provide recommendations for improvements and expansion as needed to satisfy both current and projected system demands and maintain the condition of existing WTP components.
 - b. Evaluate site layout and space needs for the planned improvements. Consider locations for improvements which provide the necessary functionality and are approvable by applicable stakeholders.
 - c. Coordinate with larger Nows system recommendations and possible system boundary adjustments and identify implications to the expected work required at the Nows WTP.
 - d. Provide an opinion of probable cost for recommended improvements.
 - e. Prioritize improvements in a 5- and 20-year Capital Improvement Plan format.
9. Study report and deliverables:
 - a. Summarize the findings in the Reliability Study report and issue for Nows review.
 - b. Hold an interactive workshop at the culmination of the study to review comments. The workshop will be organized to share information, generate feedback, discuss findings, and build consensus.
 - c. Incorporate applicable comments to make appropriate revisions and finalize the report for Nows to submit to EGLE.
 - d. We assume three hard copies will be required in addition to an electronic copy.

Work will begin immediately upon award of the study, which is assumed to occur in the summer of 2026. We propose to submit the draft reliability study report within eight months of award, and to complete the study within ten months.

Professional Services Fees

Fishbeck proposes to provide the services described herein for a lump sum fee of Fifty-Five Thousand Three Hundred and Fifty Dollars (\$55,350). This includes all necessary labor, materials, and expenses.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Darcy McWilliams (dmcwilliams@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every month, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.464.3807 or bdphillips@fishbeck.com.

Sincerely,



Brian D. Phillips, PE

Vice President/Senior Engineer

Attachments

By email

Professional Services Agreement

PROJECT NAME: NOWS Water Treatment Plant Reliability Study
FISHBECK CONTACT: Brian D. Phillips, PE
CLIENT CONTACT: Eric Law
CLIENT: Northwest Ottawa Water Treatment Plant, 30 Sherman Avenue, Grand Haven, MI 49417

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional Services in accordance with the Fishbeck Letter Proposal dated July 20, 2026.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: July 20, 2026
- ☐ Other:

METHOD OF COMPENSATION:

- ☒ Lump Sum for Defined Scope of Services
- ☐ Hourly Billing Rates Plus Reimbursable Expenses with an Administrative Fee of ____%
- ☐ Other:

Budget for Above Scope of Services: Fishbeck proposes to provide the services described herein for a lump sum fee of Fifty-Five Thousand Three Hundred Fifty Dollars (\$55,350).

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

Northwest Ottawa Water Treatment Plant

SIGNATURE: _____

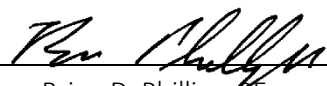
NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE:  _____

NAME: Brian D. Phillips, PE

TITLE: Vice President

DATE: July 20, 2026

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus the administrative fee.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's 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.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

NORTHWEST OTTAWA WATER SYSTEM

Administrative Committee Minutes

February 18, 2026

A regular administrative committee meeting of the Northwest Ottawa Water System was called to order by Brady Selner at 9:13 a.m. Wednesday, February 18, 2026, in the Council Chambers at Grand Haven City Hall.

Present: Craig Bessinger (City of Ferrysburg); Bill Cargo (Grand Haven Charter Township); Brady Selner (Village of Spring Lake); Matt Wade (Grand Haven Charter Township); Karen Sherwood (Grand Haven Charter Township); Pat Staskiewicz (Ottawa County); Mike England (City of Grand Haven)

Absent: Gordon Gallagher (Spring Lake Township)

A motion by Cargo supported by Bessinger to approve the minutes for November 19, 2025, NOWS Committee Meeting passed unanimously.

Manager's Report, Fiscal Year to Date – By Law

Pumpage for the previous quarter was provided. Law reminded the group of the expected stability of winter pumpage volume. Law added that heavy snow totals can impact pumpage where usage by the Mulligan's Ski Bowl can be cut by half a million gallons daily during consistent heavy snow events as experienced in January of this year. Year date Law reported pumpage tracking at a plus 6.2% comp. with an additional 100-million gallons pumped over same period last year. System allocation is led by the Northside representing 41% of NOWS total demand, with 112% comp. YTD, and up 74 million gallons over last year. This is followed by Grand Haven Township representing 31% of allocation, with 107% comp. YTD, and up 34 million gallons over last year. The City sits at 28% of allocation YTD with a 99% comp. to last year, and down in pumpage by 7 million gallons.

Financial tracking is at 60% of the year with revenue reporting at 83.2% and expenditures reporting at 40%. Law commented on the offset as a result of the litigation award money. Law commented on the impending impacts of debt payments, depreciation, and two large capital projects will have on leveling the expenditure accounts to plan as the fiscal year draws to conclusion. Cash accounts show the operating account currently at \$514K, with the debt account at \$1.3 million, and the replacement account at \$135K on the year. Another \$499K for the replacement fund is held in an M-Class investment along with another separate M-Class account holding \$2.5 million in litigation award monies.

Law pointed to changes made to the Board of Light and Power billing methodology as having an outsized impact on the year-to-year increases seen for power costs data. Chemical cost comp. at 10% and power costs comp. at 19% are both trending well above the 6% increase in pumpage. Chemical cost increases were anticipated with new contracts being negotiated and implemented within the West Michigan Coop. An increase of 19% for power cost was not anticipated. Many changes have taken place in the billing format of the BLP however the most significant change is the BLP has made changes to how it bills the demand cycle. Prior to October 2025 the “minimum demand” was capped at 100kW. Post October 2025 the BLP now sets the entire year demand rate at 60% of the highest demand peak within the previous 11-months. This is especially punitive to a large seasonal user like the Nows filtration plant where peak demand is 3 months of year. In essence Nows customers are paying 60% summer demand (max demand) surcharges from September to May, resulting in an additional \$5 - \$6K in demand charges being levied each month this past winter in this the first year. These additional demand charges are estimated to increase the annual budget by \$72K. Law added that there was no communication to the City or to Nows officials prior to this change being made. Law as requested and has been provided the minutes of the BLP meetings where this was discussed, and these are being reviewed currently. Law further discussed his disappointment in how the efforts to minimize operations to gain efficiency will no longer result in seeing this positively reflected in lower cost even when KWH numbers show efficiency. In essence, no matter how energy conscious we are in operation during a winter month, there is very little monetary incentive to continue being that conscientious. Law stated that regardless of the recent changes, Nows Operators will continue to operate the plant process with efficiency in mind.

Capital projects tracking provided shows the Nows crew very active with three large capital projects at various stages of completion totaling just under \$500K. Law reviewed the scope and details of each project.

Water quality remains outstanding, meeting all regulatory compliance levels. Turbidity removal efficiency remains above 70% and TOC sampling tracking indicates a downward trend developing. PFAS tracking shows historical norms in place with mostly non-detectable results on most analytes while those that are detected remain below the regulatory compliance limits. DBP results tracking show all communities doing excellent at remaining well under the compliance levels. The next cycle for DBP's is in March.

Agenda Item 1: *Nows Fiscal Year 2026-2027 Nows Pumpage Projection – Law*

A motion by Cargo supported by England to approve the Nows fiscal year 2024-2025 pumpage projection by Law was unanimously approved. The committee questioned the reasoning for such a change when the BLP no longer produced their own power.

Agenda Item 2: *Nows Fiscal Year 2026-2027 Nows Budget Draft – Law*

A motion by England supported by Cargo to approve the Nows Fiscal Year 2026-2027 Nows budget draft was unanimously approved.

Agenda Item 3: *Nows Fiscal Year 2026-2027 CIP – Law*

A motion to accept the 2026-2027 fiscal year meeting schedule by Cargo supported by Staskiewicz was unanimously approved.

Other: *NOWS Demand Management Discussion – Law*

Law provided a draft copy of a public service announcement in what he describes as the entry messaging into what can be described as an escalating messaging campaign based on severity of need. This message asks customers to help curb the system's daily peak demand cycle by voluntarily shifting lawn irrigation away from the 5a to 11a timeline. Karen will use the base messaging and craft a more astatically version to be shared across all units. Each municipality committed to a one message campaign and will post this in all their individual media outlets.

Reliability Study Estimations – Law

The committee requested Law to reengage with P&N to understand what benefit exists to staying with them and if there is a price cost savings taken in consideration with associated familiarity of the system. There is support within the committee to take this project to bid.

Supplemental Water Discussion – Staskiewicz

Supplemental supply is more complicated than previously understood and *Staskiewicz and Law* see the necessity for engineering as unavoidable. Because of the anticipated complexity *Staskiewicz* recommends this as a standalone study and not include this in a Reliability Study. Cargo requested a continuation of this conversation.

Adjournment: 10:23 a.m. – Submitted by Eric Law

Grand Haven Memorial Airport

MEMO TO: Dana Kolleywehr, Assistant City Manager
FROM: Tom Manderscheid
DATE: July 29, 2026
SUBJECT: Agenda Item MDOT AERO Sponsor Grant #2026-0673

BACKGROUND

The MDOT AERO Sponsor Contract 2026-0673 in the amount of \$91,295.63 is to provide funding for the replacement of the (2) two pairs of Runway End Identifier Lighting System (REIL) that are currently 43 years of age and are not serviceable, also painting of Hangar Rows F, G and H and the roof of Hangar B along with the Maintenance and Skydive Hangars and replacement and the gas nozzles and Static Discharge Reels at the fuel depot at the Grand Haven Memorial Airport.

The project consists of three different phases of work. First the REILS will be purchased from Airport Lighting Company low bid quote of \$26,553.00 and replaced by Airport personnel. The painting will be completed by the low bid quote of \$61,160.11 from Industrial Services of West Michigan and the gas nozzles and static discharge reels low bid quote of \$3,583.00 from Northern Pump Service, Gaylord, MI.

The project will be funded by a MDOT Sponsor Grant #2026-0673 with Federal and Local funding of zero dollars; State funding of \$91,295.63 or 100%. MDOT will reimburse the City \$45,647.81 as soon as the contract is executed. And the remainder \$45,647.82 will be paid after the closeout paperwork is submitted to MDOT.

RECOMMENDATION

It is requested the City Council adopt a resolution approving the terms of MDOT AERO Sponsor Grant 2026-0673 in the amount of \$91,295.63, replacement of the two pairs of REILS, painting of various hangars and replacement of two gas nozzles and static discharge reels, authorizing the Mayor and the City Clerk to execute the Agreement.

Attachments

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF GRAND HAVEN

CONTRACT FOR A STATE/LOCAL

AIRPORT PROJECT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and City of Grand Haven (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at Grand Haven Memorial Airpark (AIRPORT), whose associated city is Grand Haven, Michigan, such undertaking described in detail in Exhibit 1, dated July 20, 2026, attached hereto and made a part hereof (PROJECT).

PROJECT DESCRIPTION: Replace REILS for RWY 09 & 27; Rehabilitate Multiple Hangars; Replace Fuel Dispenser Reels

The parties agree that:

1. The term “PROJECT COST,” as used herein, is defined in Attachment(s) 6 and 11, attached hereto and made a part hereof.

THE SPONSOR WILL:

2. Pledge sufficient funds to meet its obligations as outlined in this Contract.
3. Ensure that the following PROJECT requirements are met:
 - a. The AIRPORT must have an active basic or general utility license in good standing.
 - b. If the AIRPORT currently has a provisional license, the PROJECT must address the existing licensing deficiencies.
 - c. The SPONSOR will comply with any and all administrative and/or financial reporting requirements included in the award letter.
 - d. All required permits, processes, and approvals will remain the responsibility of the SPONSOR, including those for PROJECT design, procurement/bid letting,

construction administration, environmental clearances, airspace approval, local permitting, and other items required for the completion of the PROJECT.

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The SPONSOR will comply with the provisions of 1951 PA 51; MCL 247.660h.
 - c. The SPONSOR will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR also agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of three (3) years from the date of final payment.
6. In the performance of the PROJECT, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.
7. Follow the PROJECT timeline outlined in Exhibit 1. The PROJECT must be closed out on or before July 1, 2027.
8. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The

SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

9. Make final accounting to the SPONSOR upon request or upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned to or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

10. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the PROJECT.

Maximum MDOT Share	\$91,295.63
SPONSOR Share	\$0.00
Estimated PROJECT COST	\$91,295.63

11. The PROJECT COST will be met in part by contributions from MDOT. The MDOT funds will be applied to the PROJECT COST at a rate of 100% for those items eligible for state participation, in an amount not to exceed the maximum obligation shown in Section 10 or the revised maximum obligation set forth in a budget letter, as set forth in Section 13, as applicable. Any items of PROJECT COST not funded with MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

12. MDOT will provide its share of the PROJECT COSTS to the SPONSOR in two payments. MDOT will provide fifty percent (50%) of the maximum MDOT share identified in Section 10 to the SPONSOR upon award of this Contract. MDOT will provide the remaining fifty percent (50%) to the SPONSOR upon receipt of proof from the SPONSOR that the first payment has been fully expended in accordance with the provisions of this Contract. The SPONSOR will certify to MDOT that the PROJECT is complete and that all PROJECT funds were expended. The SPONSOR will provide supporting documentation (proof of payments) to MDOT for the PROJECT COSTS. If the SPONSOR fails to provide proof of payments to MDOT for all PROJECT funds, MDOT will bill the SPONSOR for the amount of any unsupported costs. Costs incurred outside of the term of this Contract will not be eligible for reimbursement.

13. The PROJECT COST shown in Section 10 includes the maximum obligation of MDOT funds under this Contract. The maximum obligation of MDOT funds may be adjusted to an amount less than the maximum amount shown in Section 10 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter may also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations set forth in Section 10. If the PROJECT COST exceeds the maximum obligations shown in Section 10, the PROJECT scope will have to be reduced or a written amendment to this Contract will have to be awarded by the parties to provide additional funds before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portions of the PROJECT. Any SPONSOR deposits on the canceled portions less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.

MDOT will not participate in the PROJECT COSTS incurred on the canceled portions of the PROJECT, and Sections 10 and 11 will not be construed to require MDOT's participation in the canceled portions.

15. Payment or reimbursement to the SPONSOR of any costs by MDOT will not constitute a final determination by MDOT of the allowability of such costs and will not constitute a waiver by MDOT of any violation of the terms of this Contract committed by the SPONSOR. MDOT will make final determination as to allowability of costs only after final audit of the PROJECT.
16. All agreements, contracts, and supply requisitions involving MDOT funds will comply with the requirements of 49 CFR Part 18 and 2 CFR Part 200.
17. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

18. Any approvals, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals are a governmental function incidental to the grant that is the subject of this Contract.

Any approvals, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and/or inspections provided by

MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.

19. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Section 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.
20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party to the contract that is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in pursuing the resolution of any dispute and/or litigation will be the responsibility of the SPONSOR.
22. MDOT will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.
23. In addition to the protection afforded by any policy of insurance, the SPONSOR agrees to indemnify, defend, and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, the Michigan Aeronautics Commission, and all officers, agents, and employees thereof:
 - a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the SPONSOR in connection with the SPONSOR's performance of the PROJECT; and

- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the SPONSOR's performance of the PROJECT under this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the SPONSOR will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, MDOT, and/or the Michigan Aeronautics Commission.

In the event that the same occurs, it will be considered as a breach of this Contract, thereby giving the State of Michigan, the Michigan State Transportation Commission, MDOT, and/or the Michigan Aeronautics Commission a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

24. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

25. This Contract will be in effect from the date of award through five (5) years. Any change to the term of this Contract will be by award of a prior written amendment to this Contract by the parties.
26. In case of any discrepancies between the body of this Contract and any exhibit(s) hereto, the body of the Contract will govern.



27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF GRAND HAVEN

CITY OF GRAND HAVEN

By: _____
Authorized Signer

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director



EXHIBIT 1
Grand Haven Memorial Airpark
GRAND HAVEN, MICHIGAN

Project No. SL-2026-MAC 19, 20, 21
Location ID: 3GM
Job No. 227174CON
State Local Program

July 20, 2026

			Federal	State	Local	Total
CONSTRUCTION (CON)		\$	-	\$ 91,295.63	\$	\$ 91,295.63
Replace REILS for RWY 09 & 27	100%	\$	-	\$ 26,552.52	\$	26,552.52
Rehabilitate Multiple Hangars	100%	\$	-	\$ 61,160.11	\$	61,160.11
Replace Fuel Dispenser Reels	100%	\$	-	\$ 3,583.00	\$	3,583.00
			Federal	State	Local	Total
TOTAL MDOT PROJECT BUDGET				\$ 91,295.63	\$	\$ 91,295.63
TOTAL PROJECT PERCENTAGE			0%	100.0%	0.0%	100%

*Note:

Priority Billing Order:

Payment 1 - expected after contract execution				
C80060/1114	\$45,647.82	State	50% of Total Budget	
Payment 2 -expected after MDOT PM approval of doc. first 50% of costs expended to date				
C80060/1114	\$45,647.81	State	Rem. Budget (<= 50% of Total Budget *)	

Letting Information:	
MDOT Award Date:	7/20/2026
MAC Approval:	7/15/2026

ATTACHMENT 6

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS WITH BID OPENINGS HANDLED BY THE SPONSOR

1. The “PROJECT COST” is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The SPONSOR is responsible for obtaining bids for the PROJECT work and will make a recommendation to the DEPARTMENT to award a contract. The recommendation to award a contract will include a summary of all bids received. If the SPONSOR recommends awarding a contract to other than the lowest bidder, a written explanation detailing the SPONSOR’s rationale will be provided.
4. The SPONSOR will have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.
5. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the SPONSOR. The vendor’s invoice must be for eligible PROJECT work and signed and dated noting the SPONSOR’s approval.
6. Any changes to the PROJECT plans and specifications made after receipt of bids will require prior written approval from the DEPARTMENT and the FAA, if applicable. The SPONSOR or its representative may request such changes by initiating a contract modification to the construction contract in accordance with the “General Provisions for Construction of Airports” and the DEPARTMENT’s “Project Engineer’s Manual” for airport construction. Any contract modifications determined to be significant by the DEPARTMENT will require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
 - b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
 - c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated cost thereof.
 - d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.
7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.
 8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
 9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of five (5) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

The airport will be maintained in full operating condition on a year-round basis, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

10. Should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT a prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

11. In accordance with the DEPARTMENT's administrative guidelines regarding airspace requirements for state-funded airports, the SPONSOR will either acquire and retain easements or other interests in or rights for the use of land or airspace or adopt and enforce zoning regulations to prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the airport's approach area.
12. For a period of five (5) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and that are directly and substantially related to the actual air transportation of passengers or property.
13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
 - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

14. If PROJECT COSTS are related to a fuel facility, the SPONSOR will assure that aviation fuel will be available at the airport on a year-round basis for a period of not less than ten (10) years from the effective date of this Contract.

The SPONSOR will obtain from the installer and provide to the DEPARTMENT a certification that the tank(s) were installed in accordance with federal and state requirements.

ATTACHMENT 11

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS WHEN THE PROJECT PAYMENTS ARE HANDLED BY THE SPONSOR SEEKING REIMBURSEMENT

1. The SPONSOR will be responsible for making all payments associated with the PROJECT work. Not more often than once a month, the SPONSOR will submit a request for reimbursement to the DEPARTMENT. The reimbursement request will detail the costs expended on the PROJECT during the reporting period. The SPONSOR will include a certification that all costs reported are eligible costs under the terms of this Contract.
2. The SPONSOR will provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, reports, financial information, and other documents pertaining to this Contract. Copies of technical data, reports, financial information, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR also agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, financial information, and other documents will be maintained for a period of three (3) years from the date of final payment.
3. The DEPARTMENT will, upon approval by the legislature and the Michigan Aeronautics Commission and upon request for reimbursement from the SPONSOR, bill the FAA for eligible costs in accordance with the terms of the grant from the FAA. The DEPARTMENT will reimburse the SPONSOR with the funds received from the FAA.
4. The DEPARTMENT will make final accounting to the FAA for purposes of PROJECT closure upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.
5. Reimbursement of any costs will not constitute a final determination by the DEPARTMENT of the allowability of such costs and will not constitute a waiver by the DEPARTMENT of any violation of the terms and conditions of this Contract committed by the SPONSOR.
6. Determination of allowable PROJECT COSTS will be in accordance with the cost criteria set forth in the Office of Management and Budget Circular A-87 and/or 49 CFR, Part 18, as amended, in effect at the time the FAA Grant is signed by both parties, incorporated herein by reference as if the same were repeated in full herein.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Appendix B

(Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE		
IS THIS PRIME FIRM MDOT-DBE CERTIFIED? ☐ YES ☐ NO			IS THIS THE FINAL INVOICE? ☐ YES ☐ NO				
CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
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		\$	\$				
		\$	\$				
		\$	\$				

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE			
PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE

COMMENTS

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MOOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264

CITY OF GRAND HAVEN
Community Development Department
519 Washington Avenue
Grand Haven, MI 49417
Phone: (616) 935-3276



TO: Ashley Latsch, City Manager
CC: Dana Kolleywehr, Assistant City Manager
FROM: Brian Urquhart, City Planner
DATE: August 13, 2026
SUBJECT: Centertown Vision Plan

City Council is being asked to review the Centertown Vision Plan update and authorize the distribution of the plan as a Master Plan amendment. Initially, the Centertown Vision Plan was prepared in 2014, but unfortunately was not implemented as originally envisioned. The updated Centertown plan includes key elements such as extensive public participation, tangible objectives, and a practical and attainable implementation process.

The planning process began in early 2026, with focus groups, community open house, and online survey. The results of the public engagement were presented to the Steering Committee. The Steering Committee was comprised of representatives from the City Council, Planning Commission, MSDDA, Centertown merchants, and community representatives. The Steering Committee reviewed the feedback and initial findings. The conceptual design of the plan was presented to the Committee, which they found acceptable. The MSDDA reviewed and supported the Plan during their July meeting.

The Centertown Vision Plan was presented to the Planning Commission at their August 11, 2026, meeting, who found the draft acceptable. Some plan highlights include zoning revisions and design guidance, streetscape and access enhancements, marketing initiatives and property improvements. Aayush Patel of McKenna will be present to review these plan highlights during the City Council work session on August 17th.

As an action item, and to comply with the Michigan Planning Enabling Act, City Council shall issue authorization of Master Plan Amendment Distribution, which requires a 42-day public hearing notice.

The full plan is included in the packet and can be viewed online:

<https://www.dropbox.com/trGjseFnnFRSV8S0m>

Next steps:

Following the Master Plan amendment comment period, the Planning Commission will hold a public hearing and review the plan for potential adoption at the October 13th meeting.

Attachment D

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: 8/9/26

SUBJECT: City of Grand Haven, MI – Ferry Watermain Proposal for Engineering

Abonmarche is proposing to provide engineering services to line approximately 4,680 feet of water main along Ferry Street from Robbins Road to Grant Avenue. Lining water main involves utilizing access pits, typically on a per block basis, to line segments of water main rather than pursue a trenched construction method with new water main installed. This will be less invasive and will be beneficial for this main since we have frequent watermain breaks that occur in this section of watermain. Their scope includes professional services to prepare plans, bidding documents, and administer construction. This is a budgeted item in our 26-27 fiscal year. The cost for design and engineering is \$128,500. City staff recommends approval of this item.

July 27, 2026

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

**RE: Proposal for Professional Services
Ferry Street Water Main Lining Proposal**

Dear Mr. England:

Abonmarche is pleased to submit this proposal to provide engineering services to line approximately 4,680 feet of water main along Ferry Street from Robbins Road to Grant Avenue. Lining water main involves utilizing access pits, typically on a per block basis, to line segments of water main rather than pursue a trenched construction method with new water main installed. Our scope includes professional services to prepare plans, bidding documents, and administer construction for the described scope as shown below:



Figure 1. Water Main Lining Scope

A preliminary estimate of costs was discussed with a local water main lining contractor, establishing a construction estimate with contingency of \$1,876,000. It is understood this project is locally funded.

SCOPE OF SERVICES

The following will detail our scope of services, proposed schedule and fees for the project.

Phase 100. Boundary & Topographic Survey.....\$5,000

1. Abonmarche will survey the extents of the project area, which will include the collection of existing features within the project limits, necessary to prepare plans for permitting and competitive bidding. It is anticipated topographic survey work will only be needed at each intersection where access pits will be dug for water main lining activities. The remainder of the project will utilize aerial imagery to develop the plans. All survey work will be on state plane coordinates and NAVD 88 vertical datum. Formal right-of-way or property boundary work is not anticipated.

Phase 200. Geotechnical Investigation.....\$500

1. This task will involve obtaining existing soil boring information from the recent Grand Haven Township transmission main project and incorporating data into the plan set.
2. If these soil borings are not available, a proposal from a qualified geotechnical firm will be obtained and this phase will be updated.

Phase 300. Design Phase.....\$39,500

1. City Kickoff Meeting; Design Progress Meetings
 - a. We will hold a project kickoff meeting with city staff to review the project scope, work plans, schedule, and preliminary cost estimate. This meeting is intended to verify project goals, timelines, and lines of communication.
 - b. Additionally, Abonmarche will host monthly design progress meetings in person to ensure Grand Haven city input is incorporated into the design process.
2. Utility Coordination
 - a. Submittal of a MISS DIG design ticket and preliminary drawings to utility companies for location of their utilities will occur, including follow-up for review of potential conflicts.
3. Plan Preparation
 - a. Abonmarche will prepare a full set of plans, with quantities that encompass the project scope.
 - b. We anticipate the following sheets:
 - i. Title Sheet
 - ii. Standard Details and Notes
 - iii. Utility Details and Notes
 - iv. Soil Borings
 - v. Existing Conditions & Removals
 - vi. Proposed bore pit locations and utility upgrades at each pit
 - vii. Proposed water main lining segments in strip view
 - viii. Proposed grading plan per intersection
 - i. Maintenance of Traffic Plan
 - b. These plans will be prepared per Grand Haven and State requirements to ensure proper permit approvals and adherence to city specifications.
 - c. To ensure city input is incorporated and project deadlines are met, Abonmarche will send 50% & 90% plans to the city at dates designated in the Schedule Section below.
4. Cost Estimating
 - a. Abonmarche will quantify pay items and prepare the cost estimate in MERL format. This estimate will be updated on a regular basis throughout design and presented to the city to ensure continued alignment with the budget. This estimate will also form the basis of the unit price bid form in the bid package.
5. Project Specifications



- a. Abonmarche will prepare documents for a local bid process and any required Special Provisions for unique items of work associated with the project to facilitate the construction of improvements presented in the plans. We will utilize and reference City of Grand Haven standard specifications for utility and roadway improvements.
- b. Technical specifications will follow the National Association of Sewer Service Companies' (NASSCO's) Performance Specification Guidelines (PSG) and ANSI/AWWA Standard C623 Cured-In-Place Pipe (CIPP) Rehabilitation of Pressurized Potable Water Pipelines.

Phase 400. Permitting.....\$3,000

- 1. We will prepare applicable permits for the construction of the proposed utility and roadway improvements. We anticipate the need for the following permit for this project:
 - a. EGLE Act 399 Community Water Supply Construction Permit
- 2. All fees associated with permit submittals are included in our scope of services.
- 3. We do not anticipate a soil erosion & sedimentation control permit being necessary for this project due to proximity to the Grand River and size of disturbance being less than one acre.

Phase 500. Bidding.....\$5,000

Abonmarche will advertise the full bid package and facilitate bidding as follows:

- 1. Advertisement and Administration of Bids
 - a. We will post the bid documents (plans and specifications) on our internal bidding website and assist with advertising in any local sources desired by the city. Any advertising costs will be paid by the city.
 - b. 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.
- 2. Bid Opening and Recommendation of Award
 - a. Bid opening will take place at City Hall and we will prepare the following documents for the city and successful bidder:
 - i. Items to city:
 - 1. Summary of contractor reference checks
 - 2. Recommendation of Award Memo
 - 3. Bid Tabulation
 - 4. Bid Summary
 - ii. Items to Contractor:
 - 1. Notice of Award
 - 2. Contract
 - 3. Performance Bond
 - 4. Payment Bond
 - 5. Insurance Requirements
 - 6. Notice to Proceed



Phase 600. Construction Inspection\$36,000

1. Abonmarche proposes to provide full-time construction inspection for the scope of improvements. Based on the proposed scope and timeline, we have budgeted one full-time inspector for eight (8) weeks of construction. This phase will include daily reports of observations, distribution of door hangers for traffic advisories and special notifications (as required), compiling and tracking pay items, documenting weather days, record drawing measurements, GPS locating of water main fittings, and testing reports.

Phase 700. Independent Testing\$2,000

1. We anticipate subcontracting independent material testing for asphalt and concrete sampling in the project scope to ensure compliance.

Phase 800. Construction Administration\$27,000

1. Abonmarche will coordinate and host a preconstruction meeting with city staff, the contractor, and utility companies.
2. Abonmarche will administer the project via Appia & DocExpress software, review shop drawings and submittals, prepare contract modifications, require certified payroll, review and certify contractor pay estimates, and track resident/business concerns.
3. Additionally, we will coordinate and attend weekly onsite progress meetings with city staff, Abonmarche staff, and the contractor to ensure project progress and answer any questions.
4. We anticipate holding one (1) walkthrough of the site upon project completion to create a punchlist. Minutes will be prepared and distributed.
5. Upon completion of the punchlist, we will prepare all closeout documentation and coordinate project closeout and file review with the city and MDOT.

Phase 900. Construction Staking\$5,500

1. We will provide construction staking to facilitate water main locations and proposed access pits.

Phase 1000. As-Builts\$5,000

1. Record Drawings will be prepared per city requirements, which will include specific dimensions to underground improvements based upon the as-built construction. The draft record drawings will be provided to City Staff for review. When they are approved, we will provide the city copies of the as-builts in paper, PDF, and CAD format.
2. Additionally, GPS locations of hydrants, bends, tees, and fittings will be located in the field during construction in GIS. Proposed improvements will be incorporated in the city's GIS database.



FEES

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

Design Phase

Phase 100. Boundary & Topographic Survey.....	\$ 5,000
Phase 200. Geotechnical Investigation	\$ 500
Phase 300. Design.....	\$ 39,500
Phase 400. Permitting	\$ 3,000
Phase 500. Bidding.....	\$ 5,000
TOTAL	\$ 53,000

Construction Phase

Phase 600. Construction Inspection	\$ 36,000
Phase 700. Independent Testing	\$ 2,000
Phase 800. Construction Administration	\$ 27,000
Phase 900. Construction Staking	\$ 5,500
Phase 1000. As-Builts	\$ 5,000
TOTAL	\$ 75,500

Grand Total..... \$128,500

SCHEDULE

The following timeline is proposed for this project. Assumed bidding and construction times are included and will be further refined once city staff confirm timing of this project.

<u>Phase</u>	<u>Date</u>
Authorization to Proceed	August 3, 2026
Phase 100. Boundary & Topographic Survey	August 2026
Phase 200. Geotechnical Investigation	March 2026
Phase 300. Design	January to December 2026
Design Kickoff meeting with city	August 2026
50% Plans, Estimate, & Specifications to city	October 2026
90% Plans, Estimate, & Specifications to city	November 2026
100% Plans, Estimate, & Specifications to city	December 2026
Phase 400. Permitting	December 2026 – February 2027
Permit Submittals	December 2026
Anticipated Approval	February 2027
Phase 500. Bidding	December 2026 – January 2027
Bid Advertisement	December 2026
Bid Opening	December 2026
City Council Award Meeting	January 2027
Phases 600, 700, 800, 900, & 1000.	March – June 30, 2027
Construction Window	March – 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. Soil Erosion & Sedimentation Control Plan & Permit
 - a. Based on the scope of work, we do not anticipate an SESC permit.

We appreciate the opportunity to collaborate with 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 clarification, 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
Vice President



Abonmarche Project Number: _____

AGREEMENT between (Client name), City of Grand Haven (Date) 7/27/2026(Client address) 519 Washington Avenue, Grand Haven, MI 49417 (Phone) (616) 847-3493(Cell) _____ (Fax) _____ (Email) mengland@grandhaven.org hereinafter referredto as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 11 North 6th Street, Grand Haven, MI 49417The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:(Project Name) Ferry Street Water Main Lining Project (Location) Grand Haven, MIThe professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:(Scope of work) As per attached proposal dated 7/27/2026.(Project schedule) As per attached proposal dated 7/27/2026.(Special Provisions) None.Abonmarche's proposal/work plan, dated 7/27/2026 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) \$128,500 lump sumPrior 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 Michael England, Public Works Director 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: <u>Timothy R. Drews, PE, PTOE</u>
Printed Name: _____	Date of Birth: _____	Title: <u>Vice President</u>
Date Signed: _____	Driver's License #: _____	Originating Office: <u>Abonmarche Consultants, Inc.</u>
Federal Tax ID: _____	Employed by: _____	<u>11 North 6th Street</u>
	Address: _____	<u>Grand Haven, MI 49417</u>
	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: 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: 8/5/26

SUBJECT: City Lift Station Improvements

Abonmarche has submitted a proposal to provide design and construction engineering services in the amount of \$50,500.00 to improve the Oakes Avenue lift station. On July 28, 2026, City and Abonmarche staff performed on site inspections of most of the lift stations in the city. Upon conclusion of these inspections it was found that Oakes lift station needs lining, new riser pipes and bigger vent to prevent further damage from hydrogen sulfide that is produced from the lift station. This lift station is a critical piece of our infrastructure and repairs are necessary to ensure it is properly functioning.

The proposed professional services and repairs will be covered by the budgeted lift station funding of \$600,000.00 in Fiscal Year 2026-2027.

August 6, 2026

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

**RE: Proposal for Professional Services
Oakes Lift Station Improvements Project**

Dear Mr. England:

Abonmarche is pleased to submit this proposal to provide design and construction engineering services to improve the Oakes Avenue lift station. On July 28, 2026, city and Abonmarche staff performed onsite inspections of the majority of lift stations in the city, resulting in a memorandum of findings and recommendations that is attached to this proposal.

It is our understanding the city has budgeted \$600,000 in Fiscal Year 2026-2027 for improvements to lift stations and our recommendation based on the site visit is to spend those funds on improving the Oakes station due to condition issues.

SCOPE OF SERVICES

The following will detail our scope of services, proposed schedule and fees for the project.

Phase 100. Design Phase.....\$25,000

a. Boundary & Topographic Survey

- i. Abonmarche will survey the extents of the project area, which will include the collection of existing features within the project limits, necessary to prepare plans for permitting and competitive bidding. All survey work will be on state plane coordinates and NAVD 88 vertical datum. We assume formal right-of-way or property boundary work will be required as it appears the lift station is near the property line of the adjacent property.

b. Geotechnical Investigation

- i. It is not anticipated that geotechnical investigation will be necessary for this project.

c. City Kickoff Meeting; Design Progress Meetings

- i. We will hold a project kickoff meeting with city staff to review the project scope, work plans, schedule, and preliminary cost estimate. This meeting is intended to verify project goals, timelines, and lines of communication.
- ii. Additionally, Abonmarche will host design progress meetings every two to three weeks at our Grand Haven office.

d. Utility Coordination

- i. Submittal of a MISS DIG design ticket and preliminary drawings to utility companies for location of their utilities will occur, including follow-up for review of potential conflicts.

e. Plan Preparation & Design

- i. Abonmarche will prepare a 24-inch by 36-inch set of plans, with quantities, for proposed lift station improvements. We anticipate the following items to be included in the scope:
 - 1. Lining of the existing wet well chamber
 - 2. Proposed venting improvements
 - 3. Replacement of existing ductile iron piping in the wet well chamber
 - 4. Addition of drop pipe
- ii. We anticipate the following sheets:
 - 1. Title Sheet
 - 2. Existing lift station site plan
 - 3. Existing lift station cut sheets
 - 4. Proposed lining, venting, & piping plans
 - 5. Proposed bypass pumping plan

f. Cost Estimating

- i. Abonmarche will quantify pay items and prepare an engineer's estimated construction cost. This estimate will also form the basis of the unit price bid form in the bid package.

g. Project Specifications

- i. Abonmarche will prepare documents for a local bid process and any required Special Provisions for unique items of work associated with the project to facilitate the construction of improvements presented in the plans.

Phase 200. Permitting.....\$2,000

We will prepare applicable permits for the construction of the proposed sanitary lift station improvements. We anticipate the need for the following permits for this project:

- a. EGLE Part 41 Permit
- b. All fees associated with permit submittals are included in our scope of services.

Phase 300. Bidding.....\$2,000

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 internal 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. 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. Summary of contractor reference checks (as necessary)
 - b. Recommendation of Award Memo
 - c. Bid Tabulation
 - d. Bid Summary
 - 2. Items to Contractor (after successful award at City Council Meeting):
 - a. Notice of Award
 - b. Contract
 - c. Performance Bond Requirements
 - d. Payment Bond Requirements
 - e. Insurance Requirements
 - f. Notice to Proceed

Phase 400. Construction.....\$21,500

- a. Construction Administration
 - a. Abonmarche will coordinate and host a preconstruction meeting with city staff, the contractor, and utility companies with meeting minutes distributed to attendees and stakeholders.
 - b. Abonmarche will administer the project, review shop drawings and submittals, review and certify contractor pay estimates, and track resident/business concerns.
 - c. 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. We anticipate the contractor will need eight to ten weeks within the construction window to complete the project.
 - d. We anticipate holding one walkthrough of the site upon project completion to create a punchlist. Minutes will be prepared and distributed.
 - e. Upon completion of the punchlist, we will prepare all closeout documentation and coordinate project closeout with the City and Contractor.
- b. Construction Inspection
 - a. Abonmarche proposes to have onsite inspection for the following project milestones:
 - i. Set up of bypass pumping
 - ii. Drop invert installation
 - iii. Wet well lining
 - iv. Discharge pipe replacement
 - b. We anticipate this will result in seven to ten visits, ranging from a half to full day of coverage.
- c. Construction Staking



- a. No construction staking is anticipated for this project.
- d. As-Builts
 - a. As-built drawings of the proposed improvements will be prepared for filing with the city.

FEES

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

Phase 100. Design.....	\$ 25,000
Phase 200. Permitting	\$ 2,000
Phase 300. Bidding.....	\$ 2,000
Phase 400. Construction.....	\$ 21,500
TOTAL	\$ 50,500

SCHEDULE

The following timeline is proposed for this project based on an authorization to proceed of August 17, 2026.

<u>Phase</u>	<u>Date</u>
Authorization to Proceed	Monday, August 17, 2026
Phase 100. Design	August – December 2026
Boundary & Topographic Survey	August 2026
50% Design Plans to City	Friday, October 16, 2026
100% Design Plans to City	Friday, November 6, 2026
Phase 200. Permitting	August 2026 – January 2027
Part 41 Submittal	November 2026
Anticipated Approval	January 2027
Phase 300. Bidding	November – December 2026
Bid Advertisement	Wednesday, November 11, 2026
Bid Opening	Wednesday, December 2, 2026
City Council Award Meeting	Monday, December 21, 2026
Phase 400. Construction	January 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. Land or Easement Acquisition
 - a. We anticipate all work will take place within existing rights-of-way.
2. Permitting other than what is identified above.

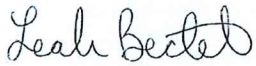


We appreciate the opportunity to collaborate with you on this project. To authorize the commencement of the outlined work, please sign the attached Professional Services Agreement.

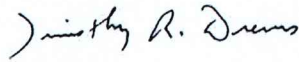
If you have any questions or require further clarification, feel free to reach out to our office at (231) 299-2220 or via email at lbectel@abonmarche.com.

Sincerely,

Abonmarche Consultants, Inc.



Leah Bectel, PE
Project Manager



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

CC: Chip Thompson, PE, PLS – Senior Project Engineer & Surveyor

Attachments: July 28, 2026 Lift Station Memorandum



MEMORANDUM

August 6, 2026

TO: City of Grand Haven
Michael England, Public Works Director
Logan Cuddington, Streets & Utilities Manager
Joel Nieusma, Utilities Crew Leader

FROM: Leah Bectel, PE, Project Manager
Chip Thompson, PE, PLS, Senior Project Engineer & Surveyor

RE: **July 28, 2026 Lift Station Site Visits**
Summary of Findings

Dear Mr. England:

On July 28, 2026, Abonmarche and city staff visited the following lift stations in Grand Haven to assess condition and determine needed improvements to utilize the city's \$600,000 budget for Fiscal Year 2026/2027:

- Friant
- Oakes
- Robbins
- Kooiman
- Duncan
- Grand
- Bil Mar
- Harbor
- Grand Isle

Remaining lift stations were not inspected due to good condition and no recent issues flagged by staff. Below are findings and recommendations for each station.

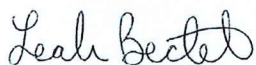
Findings

- **Friant**
 - Dry pit setup in good shape given age of station. A submersible setup could occur if the city is interested.
 - Pumps & electrical equipment upgrade needed in coming years.
 - Including bringing all electrical equipment to ground surface.
 - Wet well walls in good shape.
 - Stairs are rusting and should be replaced.

- This station receives lots of rags, towels, and other debris. Consider a chopper attachment to the existing pump model to address this.
- **Oakes**
 - This station receives the industrial area sewage and has high levels of constant flow.
 - Invert pipe was at least eight feet higher than sewage levels, causing severe degradation of concrete walls.
 - Lining of wet well needed as well as drop pipe to solve sewage drop and spray into structure.
 - Discharge pipes observed delaminating.
 - Odor is severe at this station – considering added venting that is on a tall pole.
- **Robbins**
 - The wet well on this station is likely undersized and this station receives a high amount of flow.
 - Location of station is not ideal in busy road right of way.
 - All controls are in dry pit and should be moved to surface.
 - This station not observed to be in the worst shape, but an upgrade should be in the future.
- **Kooiman**
 - This station has low flow and was observed to be in good shape.
- **Duncan**
 - This station is in good shape but is old and has a dry pit configuration.
- **Grand**
 - No major issues observed with this station.
 - Control panel could be upgraded.
- **Bil Mar**
 - This station experiences communications issues due to its location near the beach.
 - No major operational issues observed here.
- **Harbor**
 - Controls and one pump should be updated at this station.
- **Grand Isle**
 - Settled concrete pad observed at station. Could be removed and replaced, but underlying drainage issues should be addressed at same time.

Based on the findings above and discussions with staff, it was determined the Oakes lift station has the most short-term needs and should be upgraded with this fiscal year's budget. If you have any questions or require further clarification, feel free to reach out to our office at (231) 299-2220 or via email at lbectel@abonmarche.com.

Sincerely,



Leah Bectel, PE
Project Manager



Abonmarche Project Number: _____

AGREEMENT between (Client name), City of Grand Haven (Date) 8/6/2026

(Client address) 519 Washington Avenue, Grand Haven, MI 49417 (Phone) (616) 847-3493

(Cell) _____ (Fax) _____ (Email) mengland@grandhaven.org hereinafter referred to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 11 North 6th Street, Grand Haven, MI 49417

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

(Project Name) Oakes Lift Station Improvements Project (Location) Grand Haven, MI

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

(Scope of work) As per attached proposal dated 8/6/2026.

(Project schedule) As per attached proposal dated 8/6/2026.

(Special Provisions) None.

Abonmarche's proposal/work plan, dated 8/6/2026. 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) \$50,500 Lump Sum

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 Michael England, Public Works Director 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: <u>Timothy R. Drews, PE</u> Digitally signed by Timothy R. Drews, PE DN: cn=US, email=tdrews@abonmarche.com, c=Abonmarche Consultants, Inc., ou=Timothy R. Drews, PE Date: 2025.08.06 17:24:59-0400
Signature: _____	Printed Name: _____	Printed Name: <u>Timothy R. Drews, PE, PTOE</u>
Printed Name: _____	Date of Birth: _____	Title: <u>Chief Control Officer</u>
Date Signed: _____	Driver's License #: _____	Originating Office: <u>Abonmarche Consultants, Inc.</u>
Federal Tax ID: _____	Employed by: _____	<u>11 North 6th Street</u>
	Address: _____	<u>Grand Haven, MI 49417</u>
	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.

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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: Dana Kolleywehr- Assistant City Manager

FROM: Brian Jarosz- Waterfront and Events Manager

DATE: 08/10/2026

SUBJECT: Agenda Item for City Council - Lighthouse Volunteer Luncheon

A Special Event Application has been submitted for City Council. Please Review.

The Grand Haven Lighthouse Conservancy has requested use of Escanaba Park to host an appreciation lunch to honor all of the volunteers that helped reopen the Grand Haven Lighthouse.

The Conservancy has requested use of the park on September 19, 2026. There will be a large tent set up and food catered on site. Tent and Food Inspections will be scheduled per Public Safety requirements.

They are expecting approximately 100 attendees.

This is a private event and by invitation only.

Please add this event to the Council Agenda for 08/17/2026 and redact all Names, Phone Numbers and Email addresses.

Board or Commission Recommendation- Parks and Rec

Staff Review Date- 08/05/2026

DATES: 09/19/2026
SET UP TIME: 10:00 am
START TIME: 12:00 pm
END TIME: 3:00 pm
TEAR DOWN TIME: 5:00 pm

PUBLIC SPACES REQUESTED
Escanaba Park
PUBLIC SERVICES REQUESTED



CITY OF GRAND HAVEN

SPECIAL EVENT APPLICATION

OFFICE USE ONLY

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

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

EVENT SUMMARY

EVENT NAME: Lighthouse Volunteer Appreciation Luncheon
EVENT DATE(S): September 19, 2026
START TIME: 12:00 END TIME: 3:00 SET UP TIME: 10:00 TEAR DOWN COMPLETED BY: 5:00
EVENT LOCATION(S): Escanaba Park

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

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

EVENT WEBSITE (optional): N/A
Would you like your event listed on the City's social media, free of charge? ☒ No ☐ Yes

APPLICANT INFORMATION

ORGANIZATION NAME: Grand Haven Lighthouse Conservancy
ORGANIZATION ADDRESS: 15383 Apple Street, Grand Haven, MI 49417
RESPONSIBLE PARTY NAME: Same
RESPONSIBLE PARTY ADDRESS: Same
APPLICANT PHONE: _____ EMAIL: _____
EVENT DAY CONTACT (NAME/PHONE): Dave Karpin

Representative must be on site and available during entire event.

EVENT DETAILS & LOGISTICS

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

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

Set up a 20x30 tent, 6x60" round tables w/chairs, 8' food table & trash
receptacles, food caterer to be arranged, 2 porta-pots

EVENT DETAILS & LOGISTICS CONTINUED

Department of Public Works Services (Check all that apply)

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

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

Will this event provide portable restrooms? ☐ No ☒ Yes # of units? 2 # of ADA units?

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

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

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

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

PUBLIC SAFETY

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

Contact the Health Department for requirements and to schedule inspections.

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

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

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

Will there be pyrotechnics? ☒ No ☐ Yes

Will you provide your own security? ☐ No ☒ Yes

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

If yes, how many? 1 Total Size 20 x 30

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

ALCOHOL SERVICE

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

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

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

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

N/A

Contact Name: N/A

Phone Number: N/A

STREET & PARKING LOT CLOSURES

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

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

To help ensure the safety of event participants and the public, street closures require the following:

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

LIABILITY INSURANCE

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

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

Name of Insurance Company/Agent: ZAC HOLMAN / ORKES AGENCY
 Phone Number of Company/Agent: 616 842-3440

SPECIAL EVENT FEES

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

To Be Completed by Applicant

- ☐ Resident/Non-Profit Application Fee, \$100
- ☒ Non-Resident/Profit Application Fee, \$150
- ☐ Park Permit Application, \$35
- ☐ Duncan Park Application, \$25

City of Grand Haven Resident and Non-Profit Discount

- Residents and non-profits within the City of Grand Haven (COGH) are eligible for up to \$500 in discounted fees.
- Non-profits outside the COGH are eligible for up to \$250 in discounted fees.
- Discounts only apply to facility, park, and public space rental fees (not incidental costs).
- Discounts are subject to approval and current special event policy.

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

REQUIREMENTS OF THE SPECIAL EVENT

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

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

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

Signature

LBK

Date

7/21/2026



APPLICATION FOR PARK USE PERMIT

APPLICATION FEE \$35.00 -PAID:

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

APPLICANT / SPONSORING ORGANIZATION INFORMATION

Applicant Name: David Karpin

Sponsor Organization: Grand Haven Lighthouse Cons. Contact Person: DAVID KARPIN

Non-Profit Federal ID Number (if applicable): 27-1596852

Address: 15383 Apple St. Grand Haven MI 49417
Street City State Zip

 Daytime Phone Email Address

EVENT INFORMATION

Event Name: Lighthouse Volunteer Appreciation Luncheon

Event Location: Escanaba Park

Date(s) of Event: September 19th, 2026 Set Up Time: 10:00

Activity Start Time: 12:00 Activity End Time: 3:00

Description of Type of Event: (concert, picnic, wedding, etc.): Volunteer Appreciation

Picnic and short presentation

Estimated Number of Persons Attending: 100

ALL QUESTIONS MUST BE ANSWERED OR APPLICATION WILL NOT BE ACCEPTED

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

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

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

PROOF OF INSURANCE ATTACHED: ☐ Yes ☒ No

SELLING/FUNDRAISING:

Will any selling/fundraising occur? ☐ Yes ☒ No

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

SPONSORSHIP/BANNER/SIGNS:

Will any sponsorship occur? ☐ Yes ☒ No

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

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

TENTS/CANOPIES:

Will any temporary structures be used? ☒ Yes ☐ No

If yes, please list the number of tents, sizes and location of each: 20 x 30 TENT

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

EQUIPMENT/MATERIALS USED:

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

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

6x 60" Round Tables w/chairs
1- 8' Food Table
2- Porta Toilets
6- TRASH Receptacles

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

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

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

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

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

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

Signature of Applicant: _____



Date: _____

7/21/26

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

For Special Events Contact:
City of Grand Haven
Attn: Brian Jarosz
519 Washington
Grand Haven, MI 49417
bjarosz@grandhaven.org
Office: 616.847.3493

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

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



MEMORANDUM

TO: Ashley Latsch- City Manager
CC: Dana Kollewehr- Assistant City Manager
FROM: Brian Jarosz- Waterfront and Events Manager
DATE: 08/10/2026
SUBJECT: Agenda Item for City Council - Bones About Town

A Special Event Application has been submitted for City Council. Please Review.

The Grand Haven Main Street Downtown Development Authority is seeking permission to use Central Park as an expansion area for their recurring event, Bones About Town.

The DDA is requesting use of Central Park from September 30th to November 1st to host 6'x6' displays for businesses located outside of the district to be able to participate.

The DDA is requesting up to 25 of the locations, mostly along Washington and located around the fountain in the park. Please see attached map.

Please add this expansion to the City Council Agenda for 08/17/2026 and redact all names, phone numbers and email addresses.

Board or Commission Recommendation- Parks and Recreation

Staff Review Date- 08/05/2026

DATES: 09/30/2026 - 11/01/2026

SET UP TIME:

START TIME: 9/30/2026

END TIME:

TEAR DOWN TIME: 11/01/2026

PUBLIC SPACES REQUESTED

Central Park

PUBLIC SERVICES REQUESTED



CITY OF GRAND HAVEN

RECURRING SPECIAL EVENT APPLICATION

OFFICE USE ONLY

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

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

EVENT SUMMARY

EVENT NAME: Bones About Town
EVENT DATE(S): September 30 - November 1, 2026
START TIME: 12 n END TIME: 3 pm SET UP TIME: _____ TEAR DOWN COMPLETED BY: _____
EVENT LOCATION(S): Central Park

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

If no, please complete full special event application

APPLICANT INFORMATION

ORGANIZATION NAME: GH Main Street DDA
ORGANIZATION ADDRESS: 519 Wasington Ave., Grand Haven, MI 49417
RESPONSIBLE PARTY NAME: GH Main Street DDA
RESPONSIBLE PARTY ADDRESS: 519 Washington Ave., Grand Haven, MI 49417
APPLICANT PHONE: 616-844-1188 EMAIL: !
EVENT DAY CONTACT (NAME/CELL PHONE): _____

Representative must be on site and available during entire event.

EVENT DETAILS & LOGISTICS

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

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

We would like to utilize Central Park as a location for Bones About Town displays, providing an opportunity for MSDDA businesses located outside the district to participate in the event. This approach would expand participation while continuing to prioritize and support our district stakeholders by keeping the event centered within the district. To minimize disruption to the park grounds, we are proposing designated 6' x 6' display spaces for each participating business to install and maintain their display.

Will there be food trucks/concessions?	☒ No ☐ Yes	Inspections and permits required.
Will there be tents over 400 sq. feet?	☒ No ☐ Yes	Inspection and permit required.
Will alcohol be served at the event?	☒ No ☐ Yes	Separate license required through MLCC.

EVENT DETAILS & LOGISTICS CONTINUED

Department of Public Works Services (Check all that apply)

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

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

LIABILITY INSURANCE

Liability insurance naming the City of Grand Haven as additional insured is required for all events.

SPECIAL EVENT FEES

Submit the special event and park application fees with completed application. Application fees are due at the time a completed application is submitted. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates.

To Be Completed by Applicant

- ☒ Resident/Non-Profit Application Fee, \$100
- ☐ Non-Resident/Profit Application Fee, \$150
- ☐ Park Permit Application Fee, \$35
- ☐ Duncan Park Application Fee, \$25

City of Grand Haven Resident and Non Profit Discount

- Residents & Non Profits located within the City of Grand Haven (COGH) are eligible for up to \$500 in discounted fees.
- Non-Profits located outside the COGH are eligible for up to \$250 in discounted fees.
- Discounts only apply to facility, park and public space rental fees (not incidental costs).
- Discounts are subject to approval and current special event policy.

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

REQUIREMENTS OF THE SPECIAL EVENT

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

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

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

Chandi Pape

6/19/26

Signature

Date



APPLICATION FOR PARK USE PERMIT

APPLICATION FEE \$35.00 -PAID:

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

APPLICANT / SPONSORING ORGANIZATION INFORMATION

Applicant Name: Grand Haven Main Street DDA

Sponsor Organization: _____ Contact Person: Chandi Pape

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

Address: 519 Washington Ave. Grand Haven MI 49417

616 844-1188 Street City State Zip
Daytime Phone Email Address

EVENT INFORMATION

Event Name: Bones About Town

Event Location: Downtown and Centertown

Date(s) of Event: October 1 - 31, 2026 Set Up Time: Sept. 30, 8 am - 5 pm

Activity Start Time: all day Activity End Time: _____

Description of Type of Event: (concert, picnic, wedding, etc.): see memo

Estimated Number of Persons Attending: 500

ALL QUESTIONS MUST BE ANSWERED OR APPLICATION WILL NOT BE ACCEPTED

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

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

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

PROOF OF INSURANCE ATTACHED: ☐ Yes ☐ No

SELLING/FUNDRAISING:

Will any selling/fundraising occur? ☐ Yes ☐ No

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

SPONSORSHIP/BANNER/SIGNS:

Will any sponsorship occur? ☐ Yes ☐ No

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

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

TENTS/CANOPIES:

Will any temporary structures be used? ☐ Yes ☐ No

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

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

EQUIPMENT/MATERIALS USED:

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

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

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

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

Signature of Applicant: Chandi Pape

Date: 8/3/2026

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

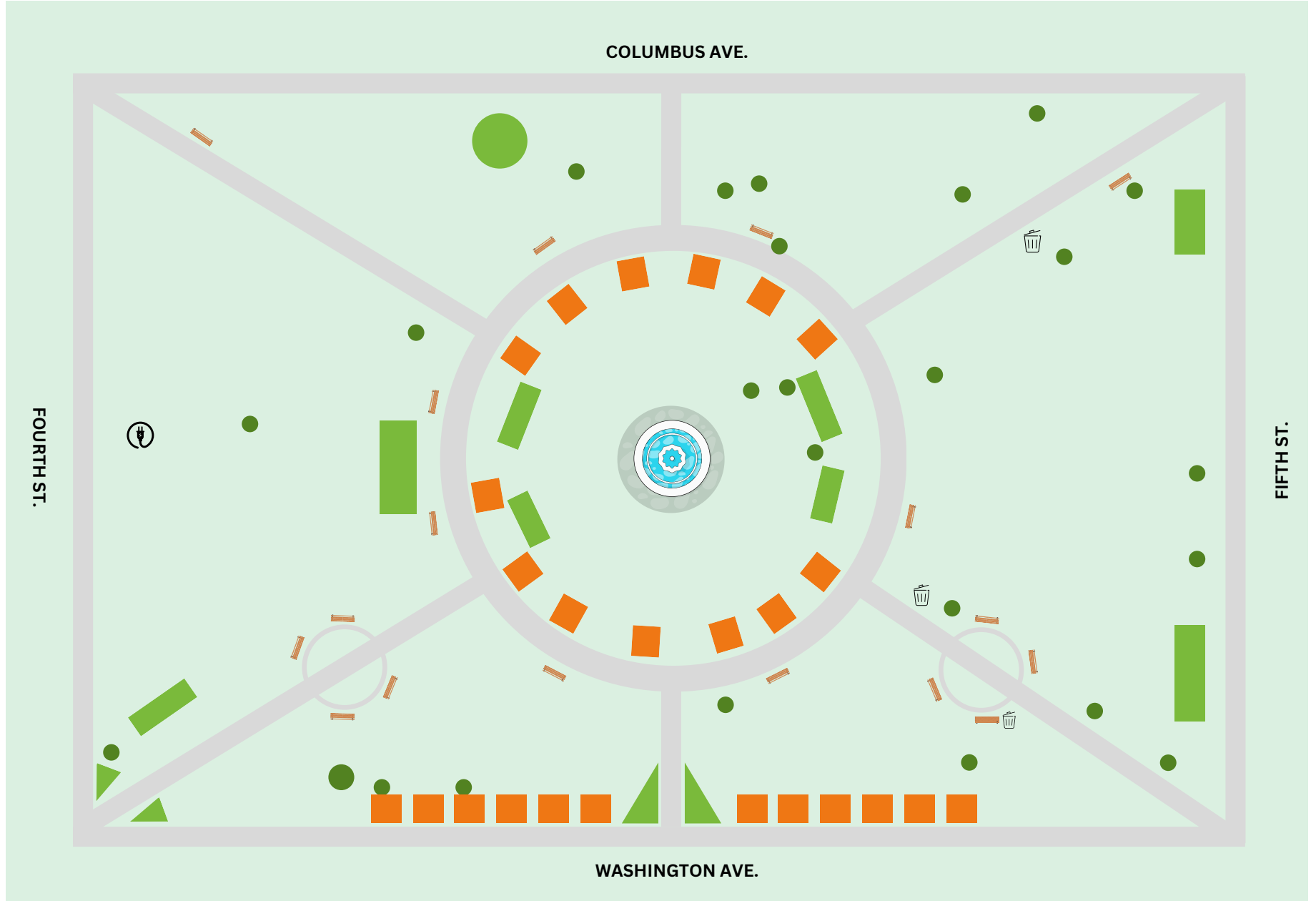
For Special Events Contact:
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Attn: Brian Jarosz
519 Washington
Grand Haven, MI 49417
bjarosz@grandhaven.org
Office: 616.847.3493

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

CENTRAL PARK

BONES ABOUT TOWN

6' X 6' DISPLAYS ALONG WASHINGTON AVE. AND/OR AROUND THE INNER CIRCLE FOR NON-DDA BUSINESSES TO PARTICIPATE IN THE EVENT



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

FROM: Michael England – Director of Public Works

DATE: 8/9/26

SUBJECT: 4 Edwards Retaining Wall

Abonmarche has submitted a proposal to provide design and construction engineering services for a sheet-piling retaining wall at 4 Edwards Avenue. On February 19, 2026, city and Abonmarche staff conducted an on-site inspection of the retaining wall.

Findings included a failed 30-foot section of the existing retaining wall, with a recommendation to replace it with a new sheet-pile wall in front of the existing wall. The city has budgeted \$70,000.00 for Fiscal Year 2026-2027 to address these improvements, including engineering. The design and engineering costs for this project are \$21,500.00.

City staff recommends approval of the proposal so work can proceed and be completed before the end of the year.

August 6, 2026

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

**RE: Proposal for Professional Services
Edwards Retaining Wall Replacement**

Dear Mr. England:

Abonmarche is pleased to submit this proposal to provide design and construction engineering services to construct sheet piling at 4 Edwards Avenue in Grand Haven, MI. On February 19, 2026, city and Abonmarche staff performed an onsite inspection of the retaining wall, resulting in a memo which is attached to this proposal. Findings included a failed 30-foot section of the existing retaining wall with recommendations to replace with a new sheet pile wall in front of the existing wall area.

The city has budgeted \$70,000 in Fiscal Year 2026-2027 for addressing these improvements, including engineering. It should be noted that the material price of sheet piling has been fluctuating in 2026, so a higher overall budget may be needed to accomplish this project.

SCOPE OF SERVICES

The following will detail our scope of services, proposed schedule and fees for the project.

Phase 100. Design Phase.....\$10,000

a. Boundary & Topographic Survey

- i. Abonmarche will survey the extents of the project area, which will include the collection of existing features within the project limits, necessary to prepare plans for permitting and competitive bidding. All survey work will be on state plane coordinates and NAVD 88 vertical datum. We assume formal right-of-way or property boundary work will be required.

b. Geotechnical Investigation

- i. This task will involve sub-consulting with a qualified geotechnical firm to perform soil borings within the project site to identify existing soil conditions. We anticipate one thirty-foot (30) boring will be necessary. Our sub-consultant will provide boring logs, and a report of their findings and recommendations.

c. City Kickoff Meeting; Design Progress Meetings

- i. We will hold a project kickoff meeting with city staff to review the project scope, work plans, schedule, and preliminary cost estimate. This meeting is intended to verify project goals, timelines, and lines of communication.
- ii. Additionally, Abonmarche will host one design progress meeting after sending the 50% plans to ensure city comments are incorporated and timelines are reviewed.

d. Utility Coordination

- i. Submittal of a MISS DIG design ticket and preliminary drawings to utility companies for location of their utilities will occur, including follow-up for review of potential conflicts.

e. Plan Preparation & Design

- i. Abonmarche will prepare an 11-inch by 17-inch set of plans, with quantities, for existing wall removal and sheet piling improvements.
- ii. We anticipate the following sheets:
 - 1. Title Sheet
 - 2. Standard Details and Notes
 - 3. Typical Wall Cross Sections
 - 4. Soil Borings
 - 5. Proposed Sheet Pile Plan & Profile
 - 6. Soil Erosion and Sedimentation Control

f. Cost Estimating

- i. Abonmarche will quantify pay items and prepare an engineer's estimated construction cost. This estimate will also form the basis of the unit price bid form in the bid package.

g. Project Specifications

- i. Abonmarche will prepare documents for a local bid process and any required Special Provisions for unique items of work associated with the project to facilitate the construction of improvements presented in the plans.

Phase 200. Permitting.....\$6,000

We will prepare applicable permits for the construction of the proposed retaining wall. We anticipate the need for the following permits for this project:

- a. Michigan Department of Environment, Great Lakes, & Energy (EGLE)/United States Army Corp of Engineers (USACE) Joint Permit Application for Inland Lakes & Streams, Great Lakes, Wetlands, Floodplains, Dams, Environmental Areas, High Risk Erosion Areas, & Critical Dune Areas
 - i. It is anticipated permits will be needed for high-risk erosion areas and critical dune areas.
- b. Permit details will be included in the bid set of plans to achieve one set of plans for both the contractor and review agencies.



All fees associated with permit submittals are included in our scope of services and it is anticipated a \$250 fee will be associated with this permit.

Phase 300. Bidding.....\$1,500

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 internal 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. 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. Summary of contractor reference checks (as applicable)
 - b. Recommendation of Award Memo
 - c. Bid Tabulation
 - d. Bid Summary
 - 2. Items to Contractor (after successful award at City Council Meeting):
 - a. Notice of Award
 - b. Contract
 - c. Performance Bond Requirements
 - d. Payment Bond Requirements
 - e. Insurance Requirements
 - f. Notice to Proceed

Phase 400. Construction.....\$4,000

- a. Construction Administration
 - a. Abonmarche will coordinate and host a preconstruction meeting with city staff, the contractor, and utility companies.
 - b. Abonmarche will administer the project, review shop drawings and submittals, review and certify contractor pay estimates, and track resident/business concerns.
 - c. 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. We anticipate the contractor will need four weeks maximum in total to complete the project, so two to three onsite meetings are anticipated.
 - d. We anticipate holding one (1) walkthrough of the site upon project completion to create a punchlist. Minutes will be prepared and distributed.
 - e. Upon completion of the punchlist, we will prepare all closeout documentation and coordinate project closeout with the City and Contractor.



- b. Construction Inspection
 - a. Given the anticipated short timeframe of construction, we anticipate two visits (up to four hours each) will occur during existing wall demolition, sheet piling activities, and project wrap-up inspection.
- c. Construction Staking
 - a. We anticipate one visit to the jobsite to stake the proposed sheet pile wall.

FEES

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

Phase 100. Design.....	\$ 10,000
Phase 200. Permitting	\$ 6,000
Phase 300. Bidding.....	\$ 1,500
Phase 400. Construction.....	\$ 4,000
TOTAL	\$ 21,500

SCHEDULE

<u>Phase</u>	<u>Date</u>
Authorization to Proceed	Monday, August 17, 2026
Phase 100. Design	August – December 2026
Boundary & Topographic Survey	August 2026
Geotechnical Investigation	September 2026
50% Design Plans to City	Friday, October 2, 2026
100% Design Plans to City*	Friday, October 16, 2026
Phase 200. Permitting	August 2026 – January 2027
JPA Submittal	October 2026
Anticipated Approval**	December 2026
Phase 300. Bidding	November – December 2026
Bid Advertisement	Wednesday, October 21, 2026
Bid Opening	Friday, November 6, 2026
City Council Award Meeting	Monday, November 16, 2026
Phase 400. Construction	completed by December 18, 2026

***Please note that finalization of design plans will be dependent upon receipt of soil borings to confirm the sheet pile wall design and this timeline will not be guaranteed until the project is in design.*

**Please note that construction will be dependent on approval of the Joint Permit Application and this timeline is not guaranteed.*

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. Land or Easement Acquisition
 - a. We anticipate all work will take place within existing rights-of-way.
2. Permitting other than what is identified above.
3. As-Builts
 - a. It is not anticipated that as-builts of the sheet pile wall will be necessary.

We appreciate the opportunity to collaborate with 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 clarification, 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

CC: Scott Leblang, PE, Structural Engineering Director - Indiana

Attachments: April 15, 2026 Structural Assessment Report



April 15, 2026

Michael England, Public Works Director
City of Grand Haven
1129 Jackson Street
Grand Haven, Michigan 49417

RE: **STRUCTURAL ASSESSMENT REPORT – 4 EDWARDS AVENUE RETAINING WALL**

Mr. England,

On Thursday, February 19, 2026, Scott Leblang P.E. of Abonmarche visited the site of 4 Edwards Avenue in Grand Haven, Michigan. The purpose of the visit was to assess the general condition of the site retaining wall adjacent to the public roadway, Edwards Avenue.

Please note that this assessment does NOT include a complete analysis of the existing structures. A non-destructive visual assessment was conducted, and only visible physical conditions were noted. All hidden conditions are assumed to be properly designed, detailed, and constructed. No construction plans of the retaining wall have been provided to Abonmarche.

GENERAL OVERVIEW

The property at 4 Edwards Avenue is located southwest of downtown Grand Haven, just east of the Grand Haven City Beach. The properties along Edwards Avenue feature steep slopes and uneven topography. The residence at 4 Edwards Avenue sits atop a dune with a slope descending to the roadway. At the base of the slope, a retaining wall has been constructed to stabilize the toe of the slope and to allow for parking spaces to be added along the public roadway.

The retaining wall at 4 Edwards is approximately 5 feet tall and constructed with concrete blocks. The blocks appear to be recycled concrete pieces broken down to approximately 2'x2'x5" blocks stacked to create the retaining wall. The wall runs along the entire length of the property. The slope above the wall appears to be approximately 2H:1V up to the home.

ASSESSMENT SUMMARY

- The retaining wall exhibits a visible deflection toward the roadway. This visible deflection occurs near the apex of a curve in the wall. The base of the blocks in this area exhibits a deflection of nearly 45 degrees out of plumb. This indicates an overturning failure of the existing block wall.
- The blocks near the mid-height of the wall in this failed area appear to have been displaced from the adjacent blocks and wall sections.
- The slope above the wall exhibits signs of erosion and instability in the soils. The grade directly behind the wall around the area of failure appears to have settled and is no longer even with the top of the wall as in the adjacent areas.
- The current condition of the slope and grades appears to trap runoff water behind the wall, further exacerbating the failed condition of the retaining wall and erosion of the slope.
- Based upon the above observations, it is apparent that the retaining wall is failing for an approximate length of 30'. The erosion of the slope behind the wall will continue to trap water behind the existing retaining wall, which will lead to imminent collapse of the wall. The failure appears to be contained to a length of approximately 30' of wall centered at the displaced blocks at the curve along the wall. The 30' length of failing wall should be replaced as soon as possible to prevent further collapse of the wall into the public roadway.

RECOMMEDATION

Abonmarche recommends that the 30' length of failing block retaining wall be replaced with a new steel sheet pile wall. The sheet pile wall should match the existing height of the wall and grades above the wall should be restored to mitigate further erosion. A foundation drainage system should be installed behind the wall with outlet pipes installed along the face of the new wall to allow trapped water to escape to the roadway.

If you have any questions regarding this report and recommendations, please do not hesitate to contact us at your convenience.

Sincerely,
Abonmarche Consultants, Inc.

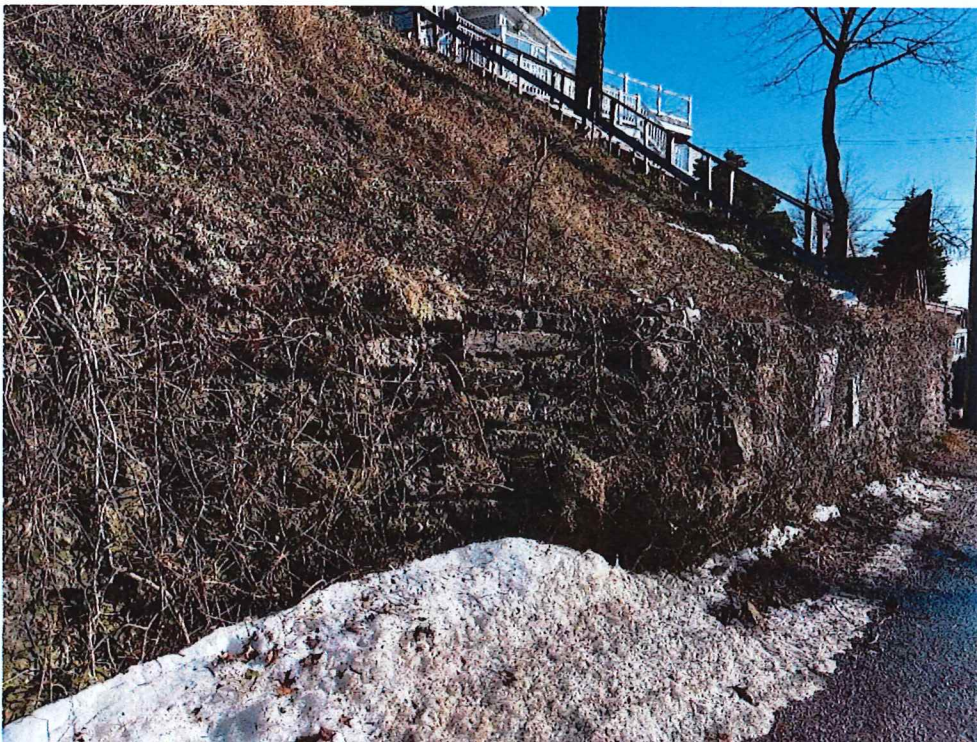


Scott Leblang, P.E.
Structural Engineering Director - Indiana





Overall view of retaining wall and slope above.



Retaining wall failure at middle of block wall.



Abonmarche Project Number: _____

AGREEMENT between (Client name), City of Grand Haven (Date) 8/6/2026(Client address) 519 Washington Avenue, Grand Haven, MI 49417 (Phone) (616) 847-3493(Cell) _____ (Fax) _____ (Email) mengland@grandhaven.org hereinafter referredto as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 11 North 6th Street, Grand Haven, MI 49417The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:(Project Name) 4 Edwards Retaining Wall (Location) Grand Haven, MIThe professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:(Scope of work) As per attached proposal dated 8/6/2026(Project schedule) As per attached proposal dated 8/6/2026(Special Provisions) None.

Abonmarche's proposal/work plan, dated August 6, 2026 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) \$21,500 lump sum

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 Michael England, Public Works Director 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: <u>Timothy R. Drews, PE, PTOE</u>
Printed Name: _____	Date of Birth: _____	Title: <u>Chief Control Officer</u>
Date Signed: _____	Driver's License #: _____	Originating Office: <u>Abonmarche Consultants, Inc.</u>
Federal Tax ID: _____	Employed by: _____	<u>11 North 6th Street</u>
	Address: _____	<u>Grand Haven, MI 49417</u>
	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.

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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