



**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
AGENDA FOR
REGULAR COUNCIL MEETING
GRAND HAVEN CITY HALL*
COUNCIL CHAMBERS
519 WASHINGTON AVE
MONDAY, NOVEMBER 3, 2025
7:30 PM**

Please join us for a cake reception to thank Karen Lowe and Kevin McLaughlin for their years of service to the community at 7:00 p.m. before the regular council meeting.

- 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**
- 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 A

- A. Harbor Island Update. *Derek Gajdos, Project Management Director.*

11. CONSENT AGENDA

ATTACHMENT B

- A. Approve the Regular Council meeting minutes for October 20, 2025.
- B. Approve the bills memo in the amount of \$1,127,505.97.
- C. Approve the 2011 Public Act 152 requirements by adopting the annual Exemption option for the medical benefit year January 1, 2026, through December 31, 2026.
- D. Approve a permanent traffic control order for the 400 block of Grant Street.

12. UNFINISHED BUSINESS

13. PUBLIC HEARING

14. NEW BUSINESS

ATTACHMENT C

- A. Consideration by City Council of a resolution to approve and implement a deer management plan.

Sustainability and Energy Commission recommends approval.
Administration recommends approval.

- B. Consideration by City Council of a resolution to approve a five-year contract renewal with HydroCorp of Troy, Michigan, in the budgeted amount of \$241,360.00 for cross-connection inspection services.

Administration recommends approval.

- C. Consideration by City Council of a resolution to accept the proposal from Abonmarche of Benton Harbor, Michigan in the budgeted amount of \$26,500.00 to provide Engineering Services for the 2025/2026 Street Resurfacing program.

Administration recommends approval.

- D. Consideration by City Council of a resolution to approve a contract amendment with Parshall Tree Care of Traverse City, MI, to treat Duncan Park in the not to exceed amount of \$85,000 contingent upon approval from the Duncan Park Commission, and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

- E. Consideration by City Council of a resolution to approve the Professional Services Agreement from Abonmarche of Benton Harbor, Michigan for preliminary engineering and survey services for the 7th street reconstruction 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. ADJOURNMENT

Attachment A

Renew Harbor Island



Work today, protect tomorrow.

Project Update

Presented to Grand Haven City Council
November 3, 2025

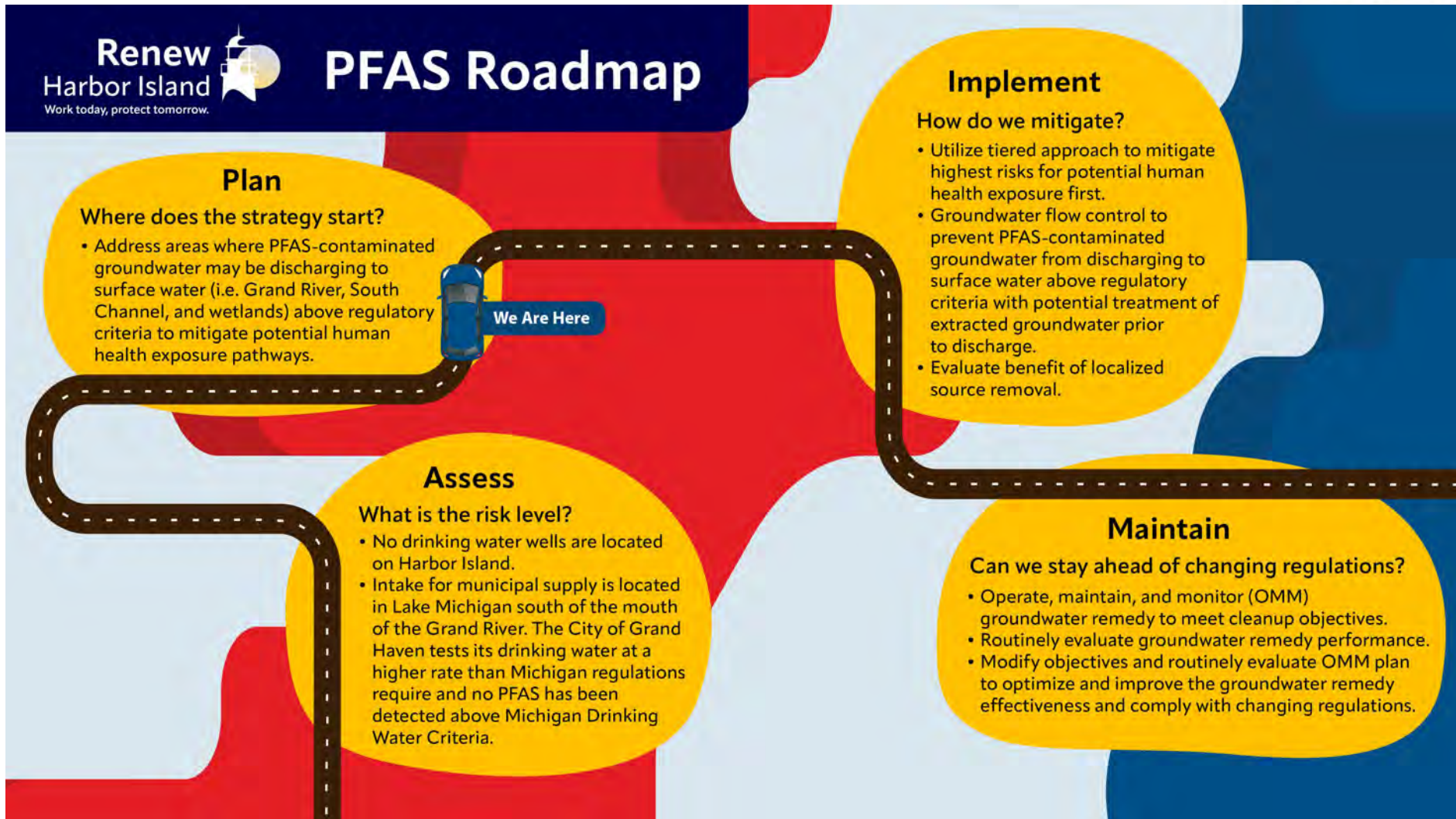
Harbor Island Updates

- Coal pile project complete
- PFAS roadmap
- Recent reports and documents
- Upcoming town hall

Coal Pile Project Completed

- Completed cleanup of the former coal pile area on Harbor Island.
- Coal and coal impacted soils from the 11-acre site were transported to a licensed landfill.
- Next step is to submit report to EGLE for approval.





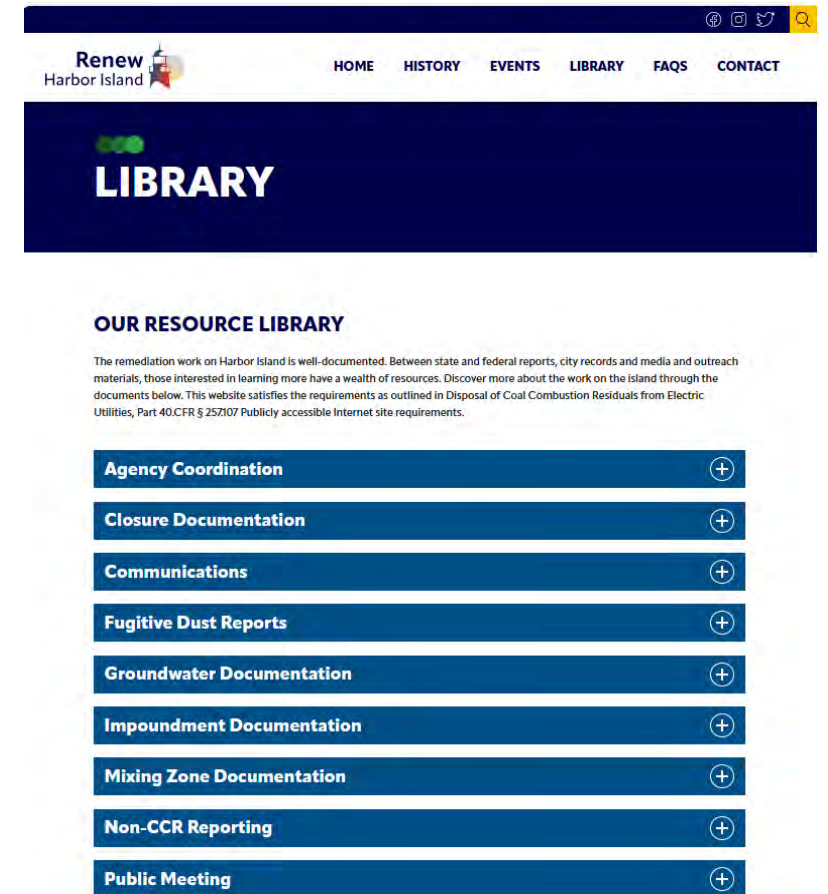
- We are moving forward from Assess to Plan

Recent Reports and Documents

The team continues to prepare and post reports in compliance with all regulations on the project website:

[Project Resource Library.](#)

- 2025 Q2 State Groundwater Monitoring Report
- Semi- Annual 2025 Remedy Selection Progress Report
- 2025 Annual Inspection Report Unit 3A/B Impoundments



Upcoming Town Hall

- Thursday, November 6, 2025
- 6:30 p.m. – 8:00p.m.
- Central Park Place,
421 Columbus Ave., Grand Haven



Attachment B

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
MONDAY, OCTOBER 20, 2025**

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

Present: Council Members Mike Fritz, Karen Lowe, Mayor Pro-tem Kevin McLaughlin, 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, City Planner Brian Urquhart, Human Resources Manager Tahlor Carlen.

INVOCATION/PLEDGE OF ALLEGIANCE

APPOINTMENTS

APPROVAL OF CONSENT AND REGULAR AGENDAS

25-189 Council Member **Fritz** moved, seconded by Council Member **Lowe**, to approve the agendas as presented.

Roll Call Vote:

This motion carried unanimously.

FIRST CALL TO AUDIENCE

Mike Weavers, 637 Lake Ave: Commented on the decline in enrollment in the Grand Haven Area Public School District, the proposed Public Safety Millage, and requested economic incentives.

Jeffrey Miller, 1120 S Harbor: Thanked Council Members Lowe and McLaughlin for their service on City Council.

PRESENTATION

CONSENT AGENDA.

25-190 Approve the Special Work Session and Regular City Council Meeting Minutes of October 6, 2025.

25-191 Approve the bill's memo in the amount of \$2,275,892.33.

Attachment A

25-192 Approve the FY25-26 budget amendments for the General (101), Major Streets (202), Local Streets (203), Downtown TIF Revenue (245), Grand Landing TIF Revenue (246), Grand Haven DDA (248), Lighthouse Maintenance (276), Public Improvement (401), NORA (508), Sewer Authority (509), NOWS (510), Airport (581), City Sewer (590), City Water (591), Marina (594), Motor Pool (661), and Insurance (677) Funds.

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

Roll Call Vote:

This motion carried unanimously.

UNFINISHED BUSINESS

25-193 Council Member **Lowe** moved, seconded by Council Member **Fritz**, to approve a final resolution for a zoning change request from MDR, Moderate Density Residential, to B, Beechtree District, for a portion of 601 S. Beechtree Street (parcel #70-03-28-277-017).

Roll Call Vote:

This motion carried unanimously.

PUBLIC HEARING

Mayor Monetza opened a Public Hearing regarding a resolution to approve a Commercial Rehabilitation Act Exemption Certificate at 1445 Columbus Street, parcel #70-03-21-477-017, with legal description of LOTS 22, 23 & 24 CORLS ADD, pursuant to Public Act 210 of 2005 as amended.

Assistant City Manager Dana Kollwehr introduced the incentive request from West Wind Construction. The proposed project would create 45 new housing units and demolish two existing commercial structures.

Mike Weavers, 637 Lake Ave: Commented in opposition to the tax incentive request and all future tax incentive requests.

After hearing no further comments, Mayor Monetza closed the Public Hearing.

NEW BUSINESS

25-194 Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin**, to authorize staff to enter into lease negotiations with the Grand Haven Children's Museum for museum space at Central Park Place.

Roll Call Vote

This motion carried unanimously.

25-195 Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin**, to approve a lease with Ottawa County for the use of lot 24 for public parking.

Roll Call Vote:

This motion carried unanimously.

Council Member **Fritz** moved, seconded by Council Member **Lowe**, to approve an Obsolete Property Rehabilitation Act Exemption Certificate at 224 Washington avenue, parcel #70-03-20-436-011, with legal description of W 43 FT OF N58 FT LOT 243 7 W 43 FT LOT 244 ORIGINAL PLAT, pursuant to Public Act 146 of 2000 as amended.

**Council Member Fritz motioned to postpone the item, but the motion did not receive a second.*

Roll Call Vote:

This motion failed unanimously.

REPORT BY CITY COUNCIL

Mayor Pro-tem McLaughlin requested that before scheduled Public Hearings for tax incentive requests, all pro forma and financial information related to the project should be in the City Council packets. Mayor Pro-tem McLaughlin also questioned the viability of the 1445 Columbus Street project based on the Plante Moran financial report of the project.

Council Member Lowe shared she would like more from the EDC/BRA in regards to the public good of incentive requests and their understanding of their goal in reviewing requests.

CITY MANAGER REPORT

CALL TO AUDIENCE SECOND OPPORTUNITY

Mike Weavers, 637 Lake: Requested City Council respond to citizens during Public Comment.

Jeffrey Miller 1120 S Harbor: Commented in support of City Council not responding during Public Comment.

Rachael Dody, Grand Haven Children's Museum: Thanked City Council for their support to permit staff to enter into lease negotiations with the Children's Museum.

CLOSED SESSION

Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin**, to enter into Closed Session at 8:30 p.m. to consider a periodic personnel evaluation pursuant to Section 8(1)(a) of the Open Meetings Act at the written request of the employee.

Roll Call Vote:

This motion failed unanimously.

Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin**, to exit Closed Session at 9:10 p.m.

Roll Call Vote:

This motion failed unanimously.

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 9:10 p.m.

Robert Monetza, Mayor

Maria Boersma, City Clerk

Regular City Council Meeting Minutes
Monday, October 20, 2025
Page 5

Attachment A

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

10.20.25

NEW FUND NUMBER	FUND NAME	WARRANT 10.08.25	ACH WARRANT 10.15.25	WARRANT 10.15.25	CREDIT CARD WARRANT 10.14.25	TOTALS
101	General Fund	\$25,382.66	\$27,482.71	\$33,567.99	\$8,124.32	\$60,989.69
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$0.00	\$35,407.74	\$316.74	\$0.00	\$35,407.74
203	Local Street Fund	\$0.00	\$475.68	\$316.73	\$0.00	\$475.68
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$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	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev	\$86.19	\$813.62	\$3,065.89	\$2,430.19	\$3,330.00
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$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	\$0.00	\$0.00	\$0.00	\$20.00	\$20.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$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
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$133,187.69	\$62,200.00	\$12,958.66	\$0.00	\$195,387.69
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$510.20	\$510.20
509	Sewer Authority Operations	\$2,670.54	\$34,790.10	\$33,110.43	\$484.72	\$37,945.36
509	Sewer Authority SL Force Mn	\$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	\$1,587.23	\$173.14	\$31,136.58	\$0.00	\$1,760.37
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
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$972.60	\$7,848.26	\$274.82	\$0.00	\$8,820.86
590	City Sewer Fund	\$2,650.66	\$10,008.12	\$429.40	\$29.50	\$12,688.28
591	City Water Fund	\$4,115.15	\$130,985.33	\$5,025.81	\$643.46	\$135,743.94
594	City Marina Fund	\$766.52	\$0.00	\$1,046.58	\$34.98	\$801.50
597	City Boat Launch Fund	\$0.00	\$270.00	\$40.01	\$0.00	\$270.00
661	Motorpool Fund	\$46,821.90	\$41,291.64	\$4,389.08	\$39.94	\$88,153.48
677	Self Insurance Fund	\$0.00	\$0.00	\$133.45	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
679	Health Benefit Fund	\$0.00	\$745.00	\$91.80	\$0.00	\$745.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$690.79	\$1,164,849.04	\$401,398.74	\$0.00	\$1,165,539.83
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$218,931.93	\$1,517,340.38	\$527,302.71	\$12,317.31	\$2,275,892.33

\$2,275,892.33 Total Approved Bills
\$1,166,284.83 Minus eligible bills for release without prior approval: including Utility,
\$1,109,607.50 Retirement, Insurance, Health Benefit, and Tax Collection Funds

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

11.03.25

NEW FUND NUMBER	FUND NAME	WARRANT 10.22.25	ACH WARRANT 10.22.25	WARRANT 10.29.25	ACH WARRANT 10.29.25	TOTALS
101	General Fund	\$67,913.44	\$0.00	\$16,698.59	\$53,979.37	\$67,913.44
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$96,203.87	\$0.00	\$117.64	\$1,288.12	\$96,203.87
203	Local Street Fund	\$8,087.30	\$0.00	\$117.64	\$2,816.39	\$8,087.30
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$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	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev	\$5,362.99	\$0.00	\$0.00	\$96.59	\$5,362.99
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$70,775.00	\$0.00	\$0.00	\$3,375.00	\$70,775.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$71,769.08	\$0.00	\$3,819.19	\$13,498.57	\$71,769.08
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Operations	\$19,427.44	\$0.00	\$17,363.78	\$92,044.51	\$19,427.44
509	Sewer Authority SL Force Mn	\$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	\$14,586.77	\$0.00	\$8,276.53	\$53,220.51	\$14,586.77
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
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$0.00	\$0.00	\$0.00	\$23,698.46	\$0.00
590	City Sewer Fund	\$116,439.88	\$0.00	\$1,500.13	\$160,149.24	\$116,439.88
591	City Water Fund	\$49,562.17	\$0.00	\$3,923.79	\$13,333.90	\$49,562.17
594	City Marina Fund	\$4,988.24	\$0.00	\$0.00	\$707.28	\$4,988.24
597	City Boat Launch Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$3,407.35	\$0.00	\$88.53	\$3,340.19	\$3,407.35
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$4,947.89	\$0.00	\$0.00	\$0.00	\$4,947.89
679	Health Benefit Fund	\$4,918.70	\$0.00	\$0.00	\$0.00	\$4,918.70
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$37,355.43	\$77,865.30	\$141.17	\$0.00	\$115,220.73
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$575,745.55	\$77,865.30	\$52,046.99	\$421,848.13	\$1,127,505.97

\$1,127,505.97 Total Approved Bills

\$125,087.32 Minus eligible bills for release without prior approval: including Utility,

\$1,002,418.65 Retirement, Insurance, Health Benefit, and Tax Collection Funds



MEMO

To: Ashley Latsch, City Manager

From: Tahlor Carlen, HR Manager

Date: 10/24/2025

Re: PA 152 – Employee Medical Insurance (Tahlor)

Governor Snyder signed into law the Senate Bill 7 on September 24, 2011. The action is known as PA 152. As a City we are covered by this act and we need to implement the criteria or decide to exempt the city of Grand Haven each benefit year.

It is the recommendation of Administration that the City Council elect to exempt the City of Grand Haven from the requirements of PA 152 until December 31, 2026.

In order for this to be effective a 2/3 vote must be secured.

I am available to answer questions if you need me to do so.

**RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION
AS SET FORTH IN 2011 PUBLIC ACT 152,
THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT**

WHEREAS, 2011 Public Act 152 (the “Act”) was passed by the State Legislature and signed by the Governor on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirements of the act;

WHEREAS, the three options are as follows:

- 1) Section 3 - “Hard Caps” Option - limits a public employer’s total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 - “80%/20%” Option - limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 - “Exemption” Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the City of Grand Haven has decided to adopt the annual Exemption option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED the City of Grand Haven of Grand Haven, Michigan elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year January 1, 2026 through December 31, 2026.

Upon a call of the roll, the vote was as follows:

Ayes:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED.

Maria Boersma, City Clerk
City of Grand Haven

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of City of Grand Haven, County of Ottawa, Michigan, at a regular meeting held on November 3, 2025, and that public notice of the meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature on November 3, 2025.

Maria Boersma, City Clerk
City of Grand Haven

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



MEMORANDUM

TO: Ashley Latsch – City Manager

CC: Logan Cuddington– Streets and Utilities Manager
Nichole Hudson – Public Safety Director
Lee Adams – Public Safety Captain

FROM: Michael England – Public Works Director

DATE: October 27, 2025

SUBJECT: Permanent traffic control order (TCO) for 400 block of Grant Street

The Department of Public Works requests consideration by the City Council of a resolution to exercise a permanent traffic control order (TCO) for No Parking at Grant Street, the 400 block.

This Permanent TCO will ensure the efficient and safe travel of traffic through a heavily congested area. In its current state, the on-street parking hinders public safety's ability to navigate this stretch in the event of an emergency, and also limits service delivery for Republic Services. When vehicles are parked along this corridor, it creates a one lane scenario.

Staff Recommends city council's approval.



TRAFFIC CONTROL ORDER

PERMANENT



In conformance with the Grand Haven Code of Ordinances 36-41, referencing sections 28.1125 through 28.1153 of the Uniform Traffic Code of the Michigan Administrative Code, we have caused a traffic investigation to be made of traffic or parking conditions on:

400 BLOCK GRANT STREET

After reviewing the investigation results we have determined under the existing conditions hereafter described, we hereby request that appropriate signs be erected and maintained, to comply with the Michigan Manual of Uniform Traffic Control Devices, which give notice of the following:

The south side of Grant from Sheldon to the Church of the Dunes parking lot shall be permanently signed as "No Parking".

Any Traffic Control Orders previously made with respect to the above are rescinded and superseded.

Director of Public Safety

Mayor (Permanent Orders Only)

This Control Order shall become a Permanent Traffic Control Order upon passage by the Grand Haven City Council and becomes effective on the _____ day _____ 20____.

City Clerk

Approved by Grand Haven City Council Resolution No. _____, Dated: _____ (Permanent Only)

Attachment C

CITY OF GRAND HAVEN

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



TO: Mayor, and City Council

FROM: Ashley Latsch, City Manager

DATE: 10/29/25

SUBJECT: Establishing a Deer Management Program

Background:

Following assessments showing poor forest regeneration, the City Council adopted a Forest Management Plan (2022) to protect Grand Haven's urban forests. The plan identified deer overpopulation and invasive pathogens as major threats to forest health and called for a Deer Management Plan.

Between 2022 and 2025, the Sustainability and Energy Commission, with City staff, conducted research and aerial surveys confirming a significant deer overpopulation—112 deer (68 confirmed, 44 possible) within approximately 200 acres of forested land in Mulligan's Hollow, Lake Forest Cemetery, and Duncan Woods. This has resulted in degraded forest understory, biodiversity loss, and increased human–wildlife conflicts.

The FY 2025–2026 budget allocates \$25,000 for the program's launch and maintenance, with continued funding planned in future budgets.

Resolution Summary:**1. Public Engagement & Transparency:**

The City will share clear, accessible information on deer management strategies and results annually.

2. Annual Population Monitoring:

Annual aerial or street surveys will be conducted to estimate deer populations and track ecosystem recovery using ecological exclosures.

3. Annual Reporting:

By May each year, the City will publish a report detailing deer population data, program outcomes, and recommendations.

4. Operational Implementation:

Licensed contractors may conduct controlled firearm culls under strict safety and legal protocols.

5. Targeted Population Control:

Annual culls, guided by the Michigan Department of Natural Resources, will not exceed 40% or 50 deer (whichever is less) of the surveyed population.

Purpose:

This resolution establishes a data-driven, transparent, and ecologically responsible Deer Management Program to restore forest health, ensure public safety, and maintain biodiversity in Grand Haven's urban forest.

City of Grand Haven – Resolution for Deer Management Implementation

Whereas, after conditional assessments of the City’s forested land indicated poor regenerative conditions, in November 2022, the City Council of Grand Haven adopted a comprehensive Forest Management Plan, recognizing the urgent need to protect and restore the health of the city’s urban forests;

Whereas, the Plan identified significant threats to forest sustainability, including invasive pathogens and overgrazing by an unsustainably high deer population, and emphasized the necessity of a Deer Management Plan as a core strategy for ecological restoration;

Whereas, from November 2022 through October 2025, the Sustainability and Energy Commission, in partnership with City staff, conducted extensive research and data collection, including aerial deer surveys, resulting in clear, evidence-based recommendations for managing the deer population;

Whereas, the January 2025 thermal imaging flyover, exclusive of the entire City boundaries, recorded over 112 (68 confirmed, 44 possible) deer sightings in just the 200 acres of forested land in Mulligan’s Hollow, Lake Forest Cemetery, and Duncan Woods, confirming a significant overpopulation of the City’s herd;

Whereas, this overpopulation has directly contributed to:

- Severe degradation of forest undergrowth and regeneration, threatening the long-term health and biodiversity of the City's old-growth forest ecosystems;
- Increased human-wildlife conflict, including property damage to gardens, landscapes, and native habitats essential for other species;

Whereas, the City’s Fiscal Year 2025–2026 budget allocates \$25,000 to support the launch, implementation, and ongoing maintenance of a targeted Deer Management Program, with future annual budgets to continue funding the program’s sustained operations and maintenance.;

Now, Therefore, Be It Resolved:

1. Public Engagement and Transparency
The City shall develop and distribute clear, accessible information on deer management strategies and outcomes annually, ensuring residents remain informed and engaged in the process.
2. Annual Population Monitoring
The City shall conduct annual aerial flyovers using thermal imaging or equivalent technology and/or conduct street counts, to estimate deer population and will assess the effectiveness of management efforts utilizing observable ecological exclosures to evaluate pressure from deer over grazing on the native ecosystem as measured by the reemergence and vitality of the forest understory.
3. Annual Reporting
An annual report shall be published each May, summarizing:

- o Deer population data
 - o Deer-vehicle collision statistics
 - o Program outcomes and any recommended adjustments
- 4. Operational Implementation
City staff are authorized to permit the safe and controlled discharge of firearms by a licensed contractor during the designated cull period, ensuring all activities comply with safety and legal standards.
- 5. Targeted Population Control
The City shall conduct an annual cull based upon guidance and licensing from the Michigan Department of Natural Resources, considering ecological conditions, and in an amount not to exceed 40%, or 50 individual deer annually, whichever is less of the annual deer survey count.



April 18, 2024

To: Grand Haven City Manager, Ashley Latsch,

Please share with the Mayor and City Council the following statement from the Duncan Park Commission:

The *Grand Haven Deer Management* plan submitted to the City Council by the Sustainability and Energy Commission on March 4, 2024 outlines a concise plan with detailed scientific support for the ongoing management of the deer population in Grand Haven, Michigan. The Duncan Park Commission is dependent upon deer management as a critical component in our efforts to holistically manage the health of the 40 acres of old growth forest deeded to the city by Martha Duncan in 1913. As such, we strongly encourage the City of Grand Haven to move forward with a deer management plan, collaborating with experts and engaging citizens as key stakeholders, to address the ecological damage associated with deer overpopulation in Grand Haven.

Appreciatively,

Duncan Park Commission

Mike Poort

Beth Pool

Georgette Sass

John Williams

Plan Implementation



November, 2022



Grand Haven
Coast Guard City USA



FOREST STEWARDSHIP PLAN

200 Acres in Section 29
Grand Haven Township, Ottawa County, MI T8N, R16W
Parcel # 70-03-29-160-004
70-03-29-200-010
70-03-29-325-016

Plan Conclusions

According to the 2022 City Approved Forest Management Plan, **our forests are in grave danger from invasive pathogens and deer overgrazing.** The deer have decimated the critical forest understory and inhibited tree planting efforts leading to erosion of our critical dunes.



Agenda

1. Brief History
2. Critical Need
3. Drone and Street Count Data
4. DNR Response to Questions from City (Worksession and Meeting with DNR)

Brief History

Connections, Commissions and Census

eMail Sent to Council

Leading to meetings with Larry Burns and Jim Mathews and creation of "Save our Forests Grand Haven"



June, 2023

Work Session #1

Deer Management Work Session with GH City Council



July 1, 2024

Deer Census Completed

Drone flyover and Ber's Pest Control



August, 2025

November, 2022



March, 2024

Madden & Mathews Join SEC

Forest Management Subcommittee is founded.



Drone Purchased Approved by City Council

January, 2025



City Council Work Session to review deer count.

The background of the slide is a photograph of a forest floor covered in small white flowers, with many tall, thin tree trunks in the background. A semi-transparent green overlay covers the entire image. In the center, there is a rounded rectangular box with a solid green background.

Critical Need

Shifting Baseline Syndrome



1964



1998



2025

Shifting baseline syndrome: causes, consequences, and implications, Volume 16, Issue 5, *Frontiers in Ecology and the Environment* pages: 263-263

A photograph of a forest with many trees. Some trees have yellowing leaves, while others are bare. A green text box is overlaid on the right side of the image.

Deer eat saplings before they're able to mature, making natural forest regeneration impossible.

Fall, 2024:
Three newly planted trees died
in Lake Forest Cemetery
because of deer rubbing.

November 13th, 2024:
6-Point Buck spotted on
Gladys Avenue driveway, in
Grand Haven.





Duncan Park



Mulligan's Hollow



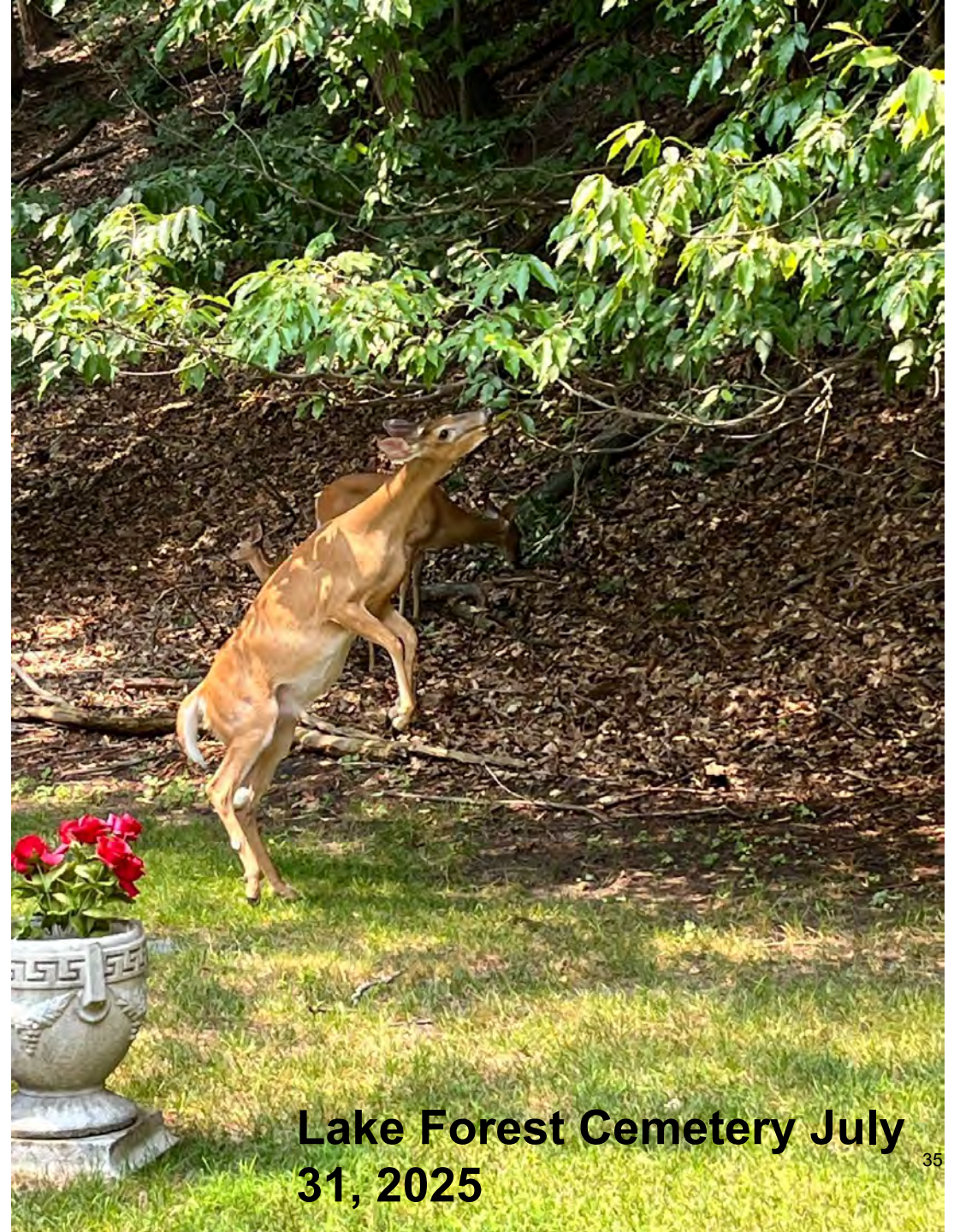
Lake Forest Cemetery

Photos Taken Between 3:30-4:00 PM July 31, 2025

Browse Lines

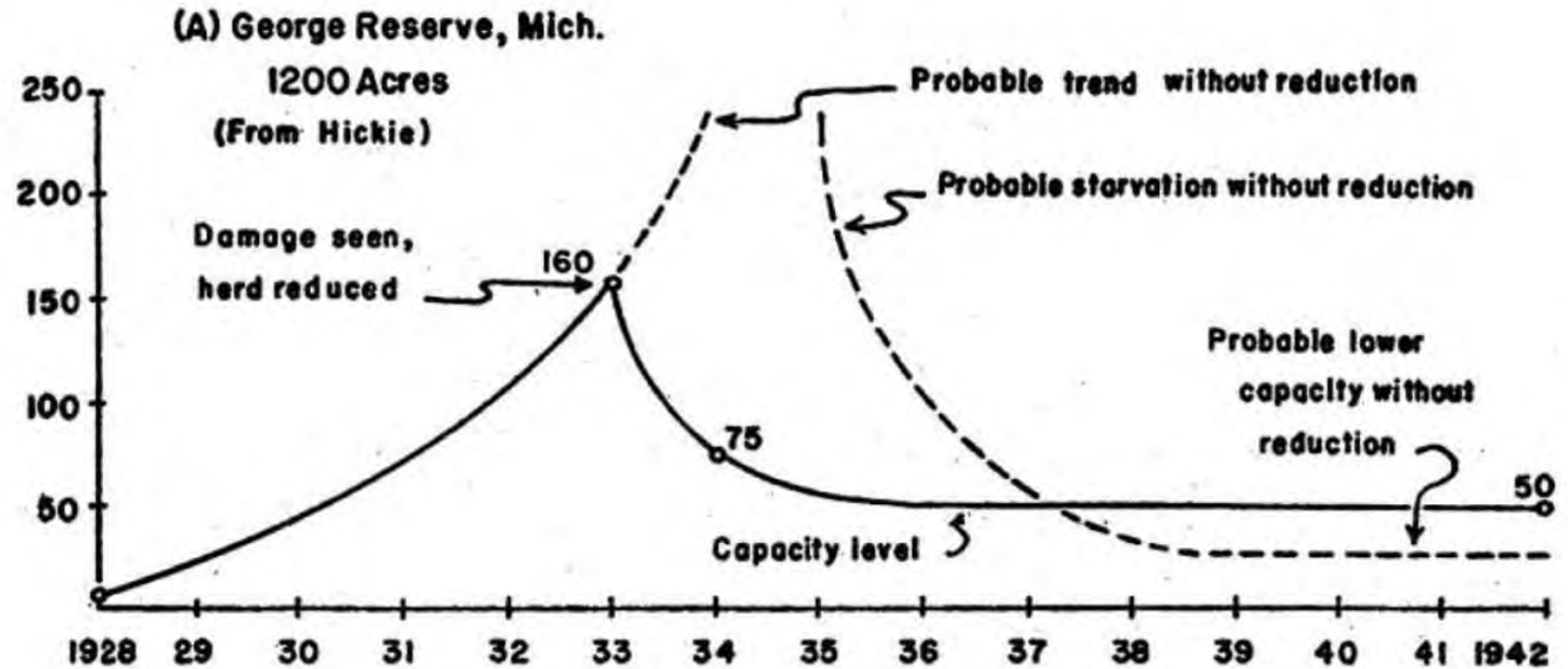
"This is up there with the worst red flags you can see. You have too many deer and not enough food. You need to reduce deer numbers while increasing forage through habitat management until browse lines vanish."

National Deer Association Report, August 21, 2024



Lake Forest Cemetery July 31, 2025

1928 George Reserve Study, Ann Arbor, MI



- ❖ **Fenced preserve** managed by the UMI, 25 miles northwest of Ann Arbor.
- ❖ **The 1,200 acre study site is 6 times larger** than our GH Urban Forest (MH, DP, LFC)
- ❖ In **1928**, researchers introduced **four does and two bucks** to initiate the study.
- ❖ By **1933**, deer population had surged to approximately **160 individuals**, demonstrating exponential growth in the absence of predators or hunting. Deer overbrowsing quickly became evident.
- ❖ The herd was reduced to 75 and then to 50 before the evidence of overbrowsing dramatically decreased.
- ❖ **The reduced herd** was then considered “**in equilibrium within its range**”.

WHAT DOES A HEALTHY FOREST LOOK LIKE?



Hardy, healthy trees

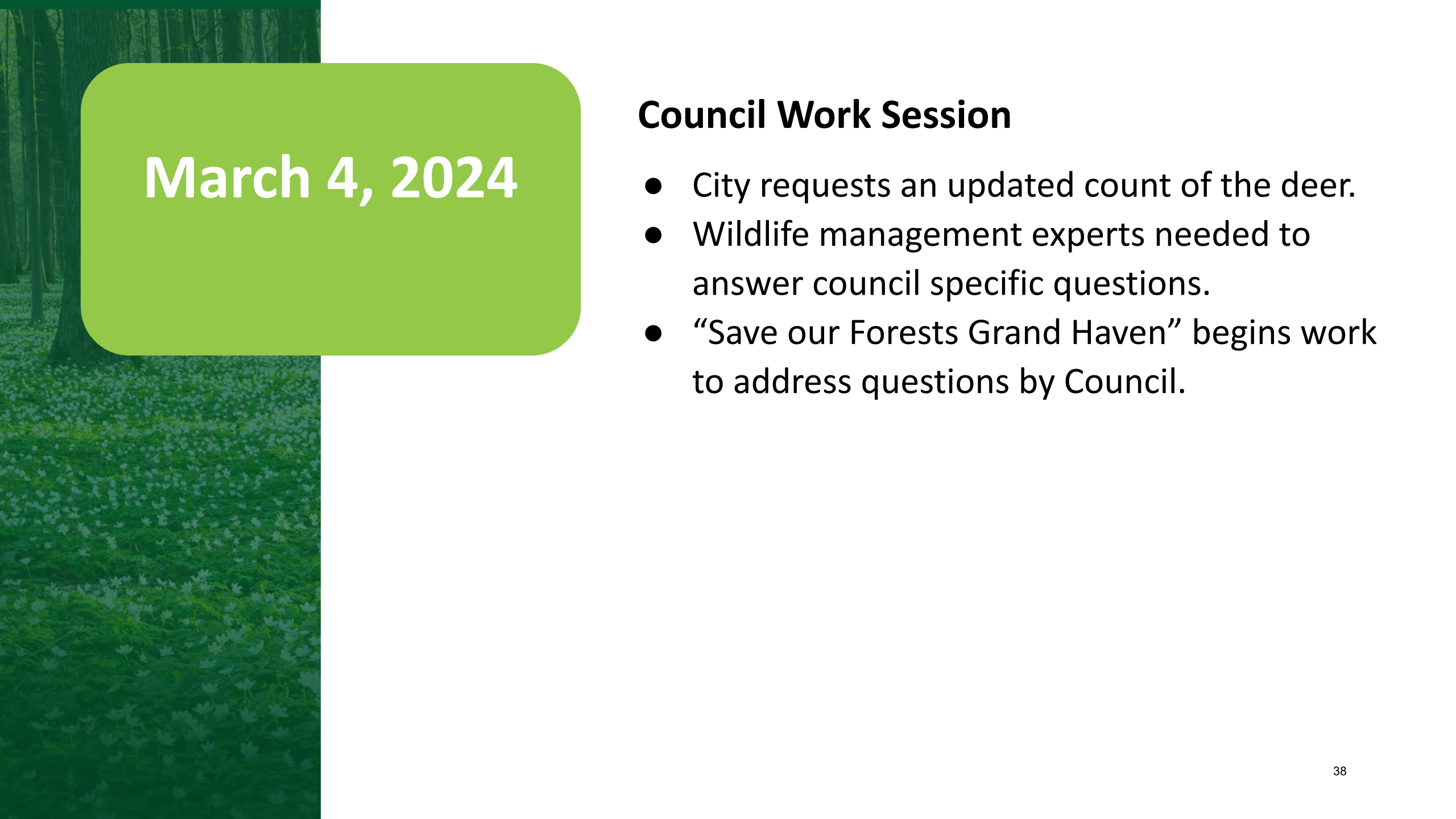


A wide variety of native
plants, shrubs and
saplings under their
canopy



A healthy ecosystem
containing a broad
spectrum of birds, bees,
butterflies and small
mammals

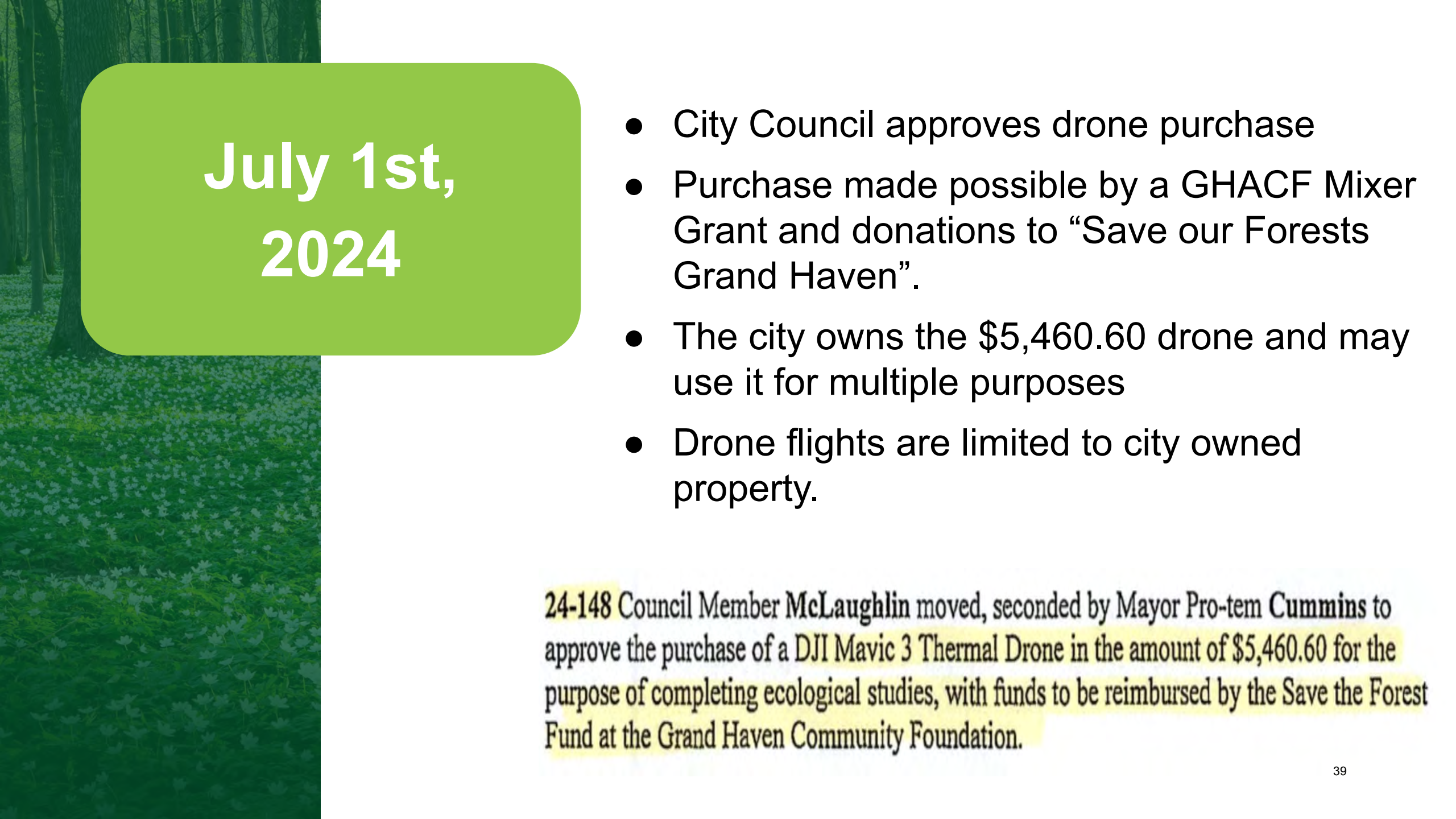


A background image of a forest with tall trees and a field of white flowers. A green rounded rectangle is overlaid on the left side, containing the date.

March 4, 2024

Council Work Session

- City requests an updated count of the deer.
- Wildlife management experts needed to answer council specific questions.
- “Save our Forests Grand Haven” begins work to address questions by Council.

A background image of a forest with tall trees and a green rounded rectangle on the left side containing the date.

**July 1st,
2024**

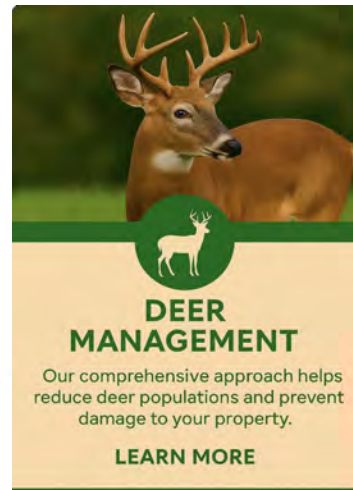
- City Council approves drone purchase
- Purchase made possible by a GHACF Mixer Grant and donations to “Save our Forests Grand Haven”.
- The city owns the \$5,460.60 drone and may use it for multiple purposes
- Drone flights are limited to city owned property.

24-148 Council Member McLaughlin moved, seconded by Mayor Pro-tem Cummins to approve the purchase of a DJI Mavic 3 Thermal Drone in the amount of \$5,460.60 for the purpose of completing ecological studies, with funds to be reimbursed by the Save the Forest Fund at the Grand Haven Community Foundation.

January, 2025



Deer survey
conducted, with a
drone forest flyover,



and Berg's Pest
Control using infrared
cameras to count
deer on city streets.



Drone Survey Data

Lake Forest Cemetery, Mulligan's Hollow, Duncan Park

The count recorded 68 highly likely (verifiable) sightings, with an additional 44 possible sightings. Thus, the total deer population within the 200-acre urban forest is estimated to range between 68 and 112.

Location	Likely Sightings	Additional Possible Sightings	Estimated Population
Mulligan's Hollow Area 1	8	6	14
Mulligan's Hollow Area 2	18	13	31
Mulligan's Hollow Area 3	7	5	12
Lake Forest Cemetery	16	9	25
Duncan Woods	19	11	30
Total:	68	44	112

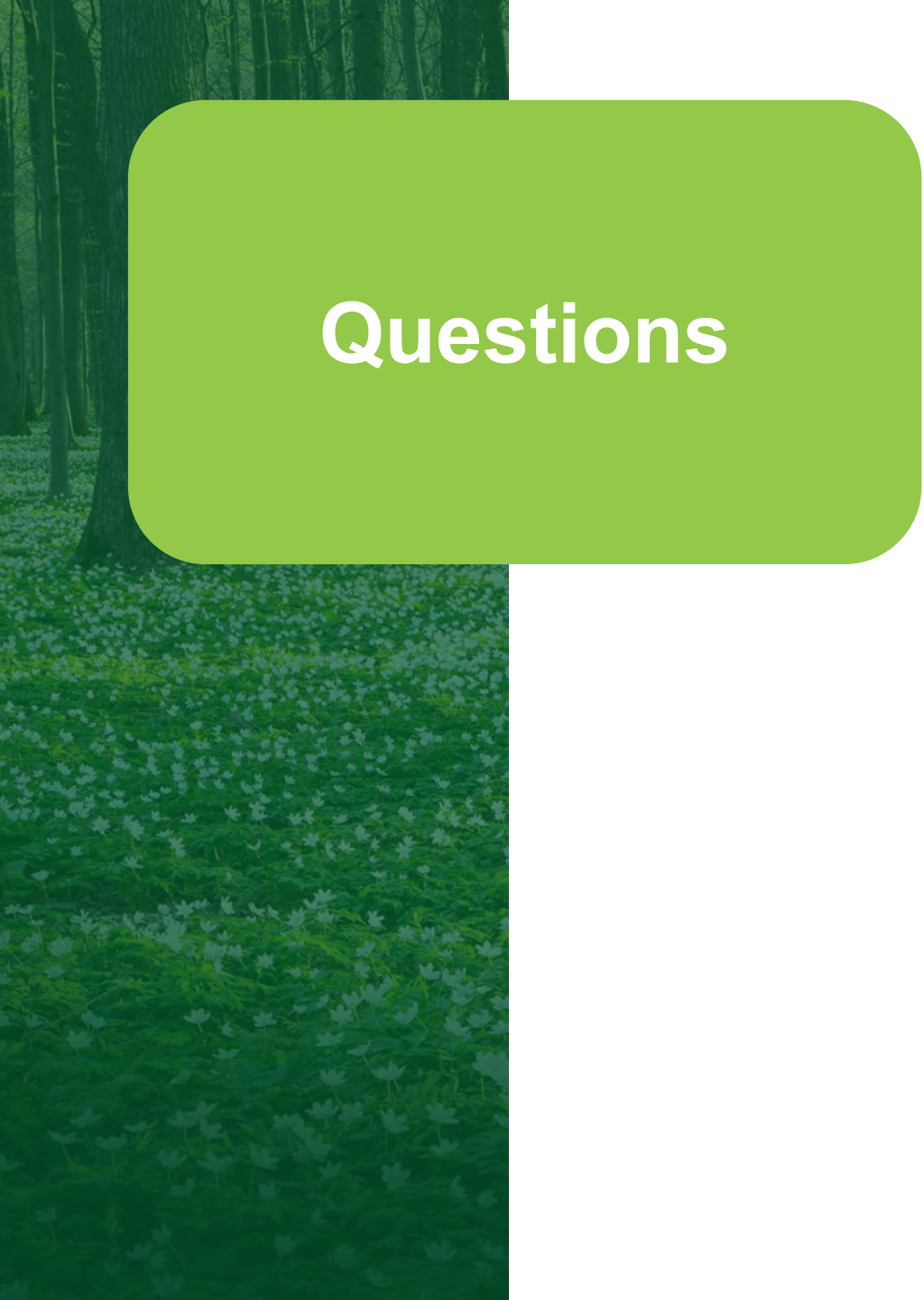
2025 Deer Count

Park Location	Likely	Additional Possible	Estimated Maximum
MH 1	8	6	14
MH2	18	13	31
MH3	7	5	12
LFC	16	9	25
DW	19	11	30
	68	44	112
Deer counted outside the park	55		
GH Census Range	123		167

A background image of a forest with tall trees and a green floor covered in small white flowers. A large, rounded green rectangle is positioned on the left side of the slide.

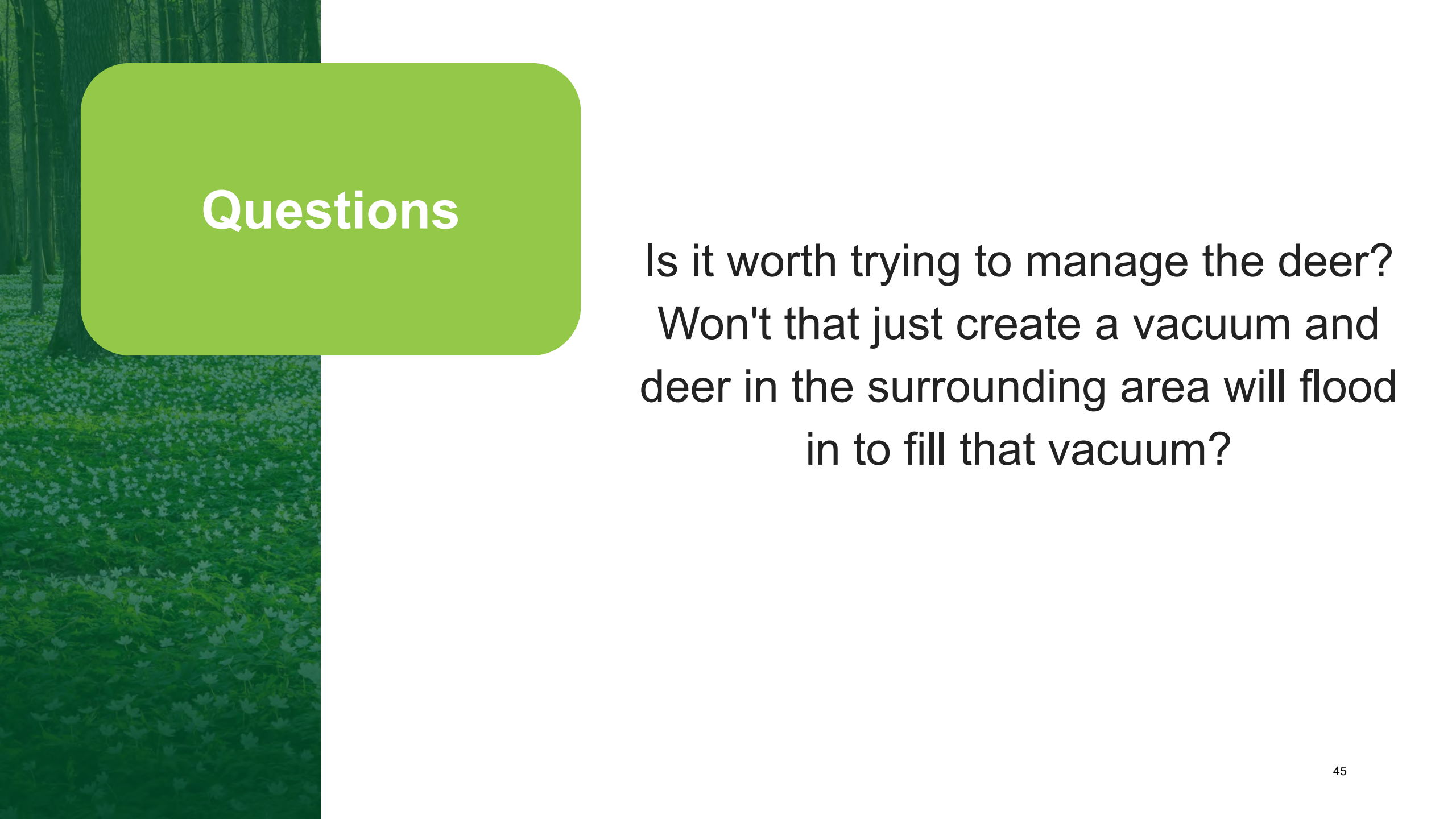
Questions

What are your recommendations for communities struggling with ecological damage associated with deer overbrowsing?

A background image of a forest with tall trees and a green floor covered in small white flowers. A large, rounded green rectangle is overlaid on the left side of the image.

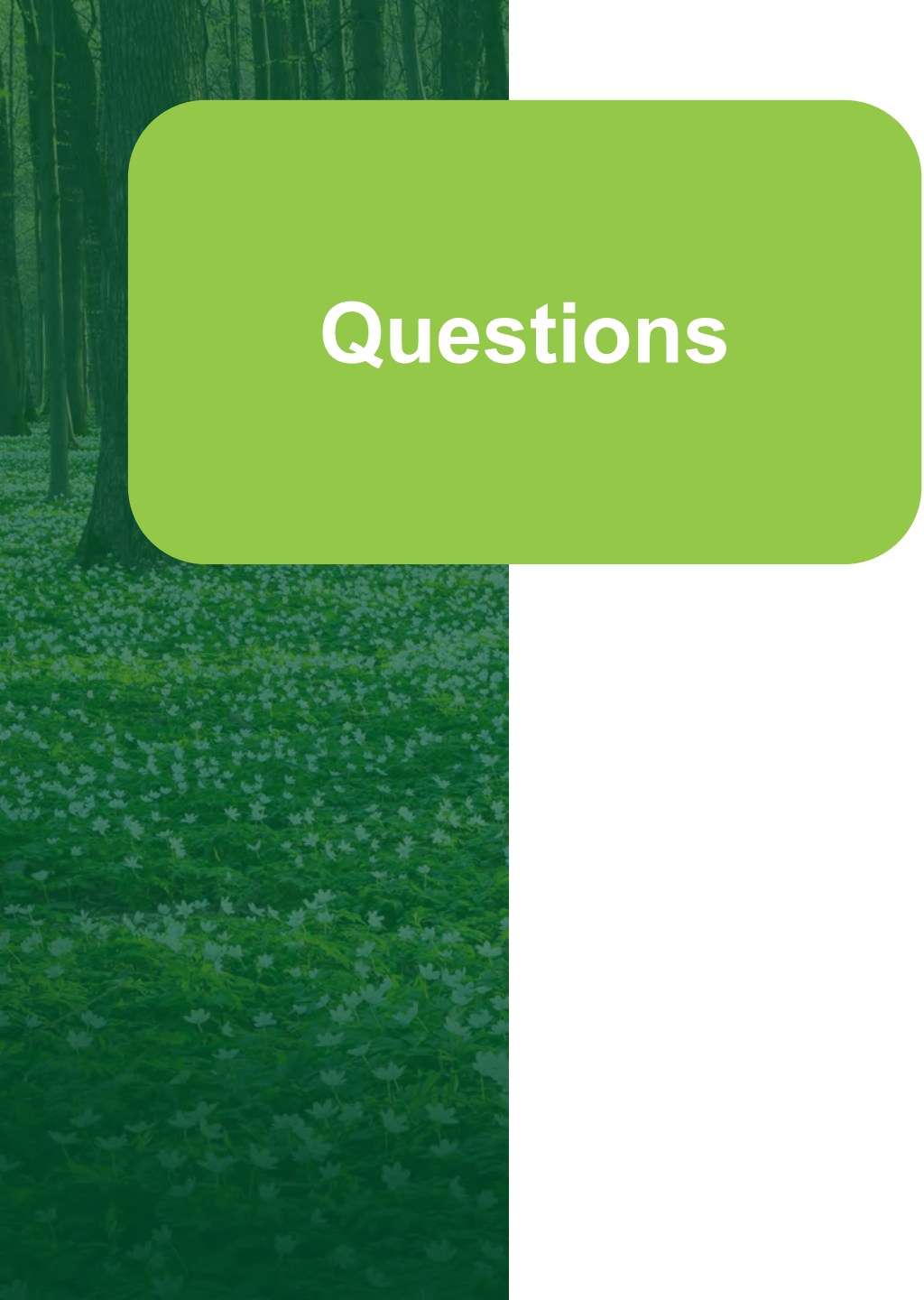
Questions

Do you believe the number of deer counted in Grand Haven exceeds a healthy carrying capacity?

A background image of a forest with tall trees and a green field of clover. A large green rounded rectangle is overlaid on the left side of the image.

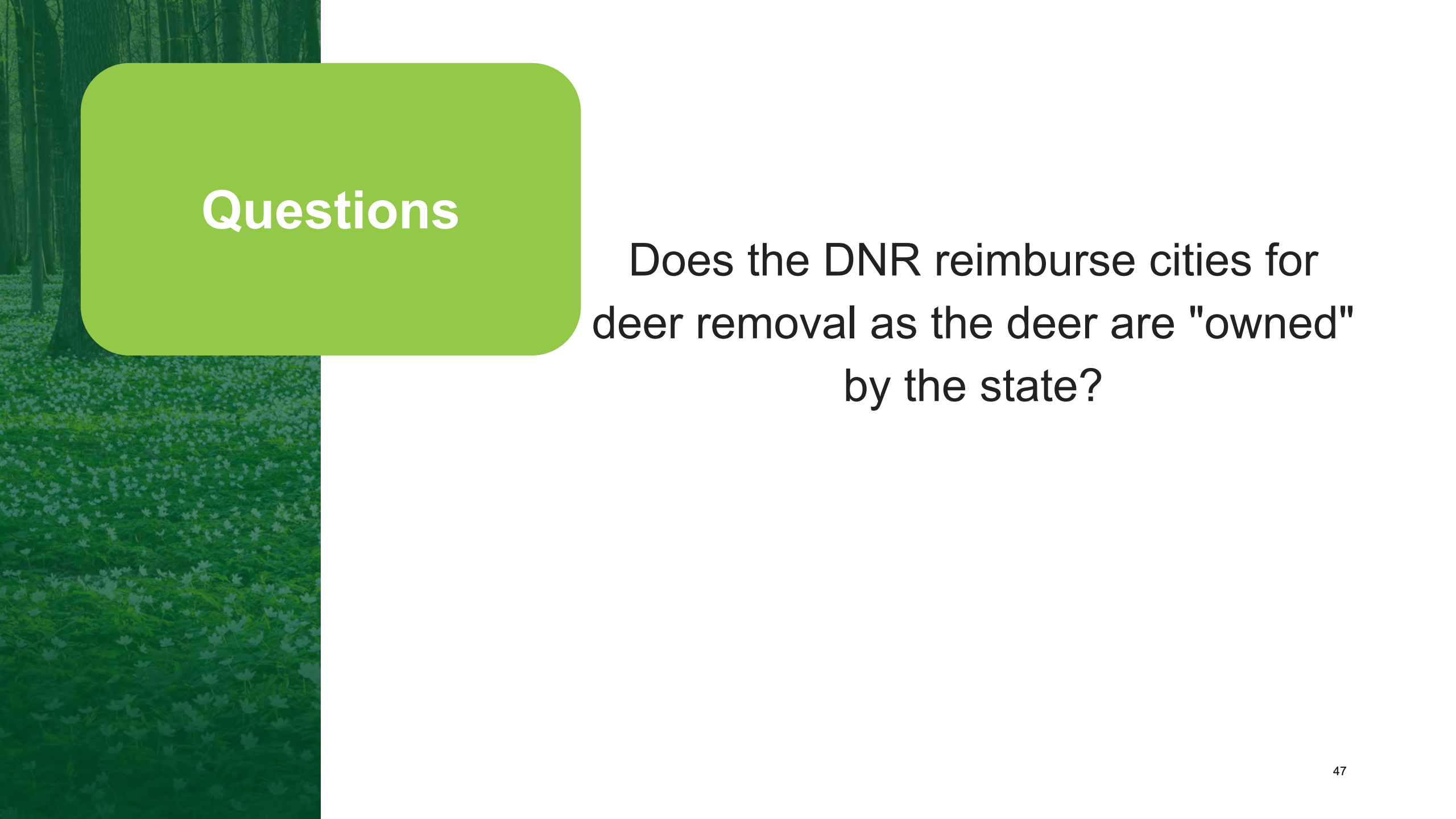
Questions

Is it worth trying to manage the deer?
Won't that just create a vacuum and deer in the surrounding area will flood in to fill that vacuum?

A background image of a forest with tall trees and a green rounded rectangle on the left side.

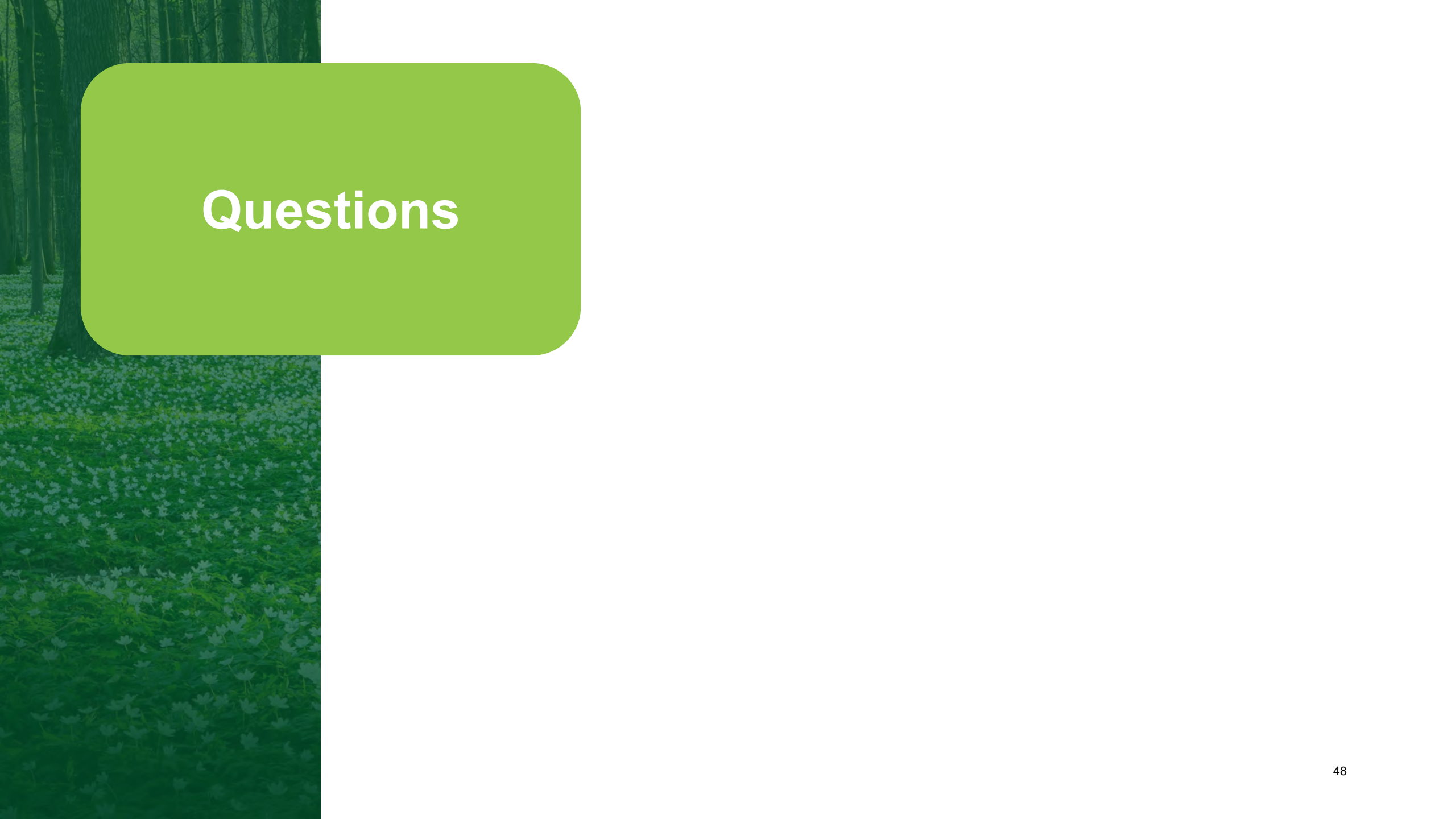
Questions

When is the best time of year to manage the deer?

A background image of a forest with tall trees and a green floor covered in small white flowers. A large green rounded rectangle is positioned on the left side of the slide.

Questions

Does the DNR reimburse cities for deer removal as the deer are "owned" by the state?

A vertical strip on the left side of the slide features a photograph of a forest floor covered in green moss and small white flowers, with tree trunks visible in the background. A large, rounded green rectangle is overlaid on the left side of the slide, containing the word "Questions" in white text.

Questions



Thank You!

Backup Slides

Budget

\$495 Per Deer Includes

- All required permits
- Harvesting
- Field dressing and clean-up
- Processing in preparation for donation:
 - Muskegon Rescue Mission
 - Doe Patrol
 - Others as needed

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



MEMORANDUM

TO: Ashley Latsch – City Manager
Logan Cuddington – Streets & Utilities Manager

FROM: Michael England– Department of Public Works Director

DATE: October 27, 2025

SUBJECT: Cross Connection Inspection Services Contract

Over the last three (9) years HydroCorp has been a great company to work with. They have nearly 40 years of experience with cross connections. Communication between the Department of Public Works and HydroCorp staff has been great. The field inspectors meet with DPW staff daily when HydroCorp is in town for inspections. Notices are sent to property owners and clearly communicated by HydroCorp to both the property owners and DPW staff. Our current agreement is coming to an end.

HydroCorp has proposed a five-year renewal contract.

The five-year contract is a total of \$241,360.00 spread over that time.

Year one: \$45,423.00

Year two: \$46,784.50

Year three: \$48,188.00

Year four: \$49,633.00

Year five: \$51,331.00

This is a budgeted item in the current fiscal year within the Professional Services line items of the water distribution funds, for which we have budgeted for Cross Connection Inspection Services. EGLE (The State of Michigan Regulatory Authority) requires us to have a cross-connection program in place for our commercial accounts, and this contract satisfies that need.

Staff recommends that City Council accept the five year proposal from HydroCorp, Inc. out of Troy, to continue services rendered by them by extending the contract as proposed, and authorizes the Mayor and City Clerk to execute the agreement.

RENEWAL SERVICE AGREEMENT

5 YEAR

DEVELOPED FOR

Michael England
Grand Haven, City of

519 Washington Avenue
Grand Haven, MI, 49417

10/10/2025

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics



Water Quality
Management & Sampling



Corporate Office

5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646

 info@hydrocorpinc.com

 hydrocorpinc.com

SCOPE OF WORK.....	3-4
PROFESSIONAL SERVICE AGREEMENT.....	5-9
APPENDIX - QUALIFICATIONS.....	10

Statement of Work

HydroCorp™ ("Company") will provide the following services to the Grand Haven, City of ("Client"). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Grand Haven, City of with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the Grand Haven, City of and HydroCorp, you may expect completion of the following elements within a 60 month period. The continued components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. Inspections. Company will perform Non-Residential Interior initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Michigan Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. **Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.** Information to include:

- (a) Account Listing: Grand Haven, City of to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 1,750.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$137.92. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division. Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14. Vacuum Breakers. HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
Year 1	\$3,879.15	\$45,423.00
Year 2	\$4,034.32	\$46,784.50
Year 3	\$4,195.69	\$48,188.00
Year 4	\$4,363.52	\$49,633.50
Year 5	\$4,538.06	\$51,331.00
Contract Total	\$241,360.00	

Contract Amount is based upon a 60 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 11/1/2025.

Grand Haven, City of

HydroCorp



By: _____
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these “Terms”) are the only terms which govern the provision of the professional services (“Services”) by HydroCorp, LLC, a Michigan limited liability company (“Company”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“Client”, and together with Company the “Parties” and each individually a “Party”). The attached statement of work, order form, proposal, or purchase order (the “Proposal”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “Client Contract Manager”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “Company Representatives”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “Deliverables” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “Intellectual Property Rights” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “Pre-Existing Materials” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “Client Materials” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

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



MEMORANDUM

TO: Ashley Latsch – City Manager

CC: Logan Cuddington– Streets and Utilities Manager

FROM: Michael England – Public Works Director

DATE: October 27, 2025

SUBJECT: 2026 Street Resurfacing Program – Professional Services Agreement

The Department of Public Works requests consideration by City Council of a resolution accepting the proposal from Abonmarche of Benton Harbor, Michigan, in the amount of \$26,500 to provide engineering services for the 2026 Street Resurfacing Program. This is a budget item for our fiscal year 25-26, out of our major and local streets accounts. Each account currently has \$262,000 to complete the necessary resurfacing. The resolution will authorize the Mayor and the City Clerk to execute the necessary documents.

The services that are outlined in the attached agreement include preliminary/final design, bidding, and construction phases. Bid opening is scheduled for January 7th, 2026, with a contract award recommendation on January 19th, 2026. The scope of work is as follows:

Lake Avenue (Woodlawn to South Harbor)

Colfax Avenue (Sheldon Rd to Cutler St)

Ferry Street (Fulton Ave to Jackson Ave)

Orchard Avenue (Ferry St to the dead end)

Harbor Drive (City Beach to Grand Ave)

Pennoyer Ave (Sheldon Road to 7th St)

The streets in the bold type above were also taken into consideration after much public concern.

Construction inspection will be performed in-house by DPW personnel. This is a practice that the DPW streets division has handled for the past six (6) years. DPW staff will inspect and administer the onsite construction inspections necessary for the street resurfacing program to be successful.

As the weather permits, construction is anticipated to start in the spring of 2026, with the goal of completing all resurfacing and pavement markings before Memorial Day 2026.

October 27, 2025

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

**RE: Proposal for Professional Services
2026 Streets Resurfacing Project**

Dear Mr. England:

Abonmarche is pleased to submit this proposal to provide engineering services for the City of Grand Haven's 2026 streets resurfacing project. It is our understanding that the city wishes to spend approximately \$500,000 dollars on milling and resurfacing in fiscal year 2025-2026.

The streets resurfacing scope includes the following:

- milling and resurfacing the existing asphalt pavement;
- adjusting castings; and
- installation of new pavement markings.

Intersection curbs, sidewalk ramps, and furnishing of new castings in roadways will be completed by the city and will not be included in the construction design. The location, limits, and anticipated scope of construction for the streets that will be included in the project are listed below:

Fiscal Year 2025-2026 Resurfacing Scope

Roadway Segment	Limits of Work	Approximate Length (Feet)
Lake Avenue	South Harbor Drive to Woodlawn Avenue	4,130
Colfax Avenue	Sheldon Road to Cutler Street	620
Ferry Street	Fulton Avenue to Jackson Avenue	1,440
Orchard Avenue	Ferry Street to Dead End	645
Harbor Drive	City Beach to Grand Avenue	1,955
Pennoyer Avenue	Sheldon Road to 7 th Street	955
Total		9,745

SCOPE OF SERVICES

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

Phase 100. Design.....\$14,000

Once the final resurfacing scope is approved, a project manual including contract documents, specifications, project map, and typical cross sections for the selected roadway segments will be prepared. Plans of the resurfacing segments will be prepared on 8.5 x 11-inch sheets, with aerial strip views being utilized to display proposed mill and resurface scope.

It is assumed that no corings or borings will be completed as part of the scope in order to save costs.

Abonmarche will submit the preliminary project manual, along with an Engineer's Estimate, and meet with city staff to verify alignment of scope and budget. Following this review, Abonmarche will address comments and finalize the project manual in preparation for bidding.

Phase 200. Bidding.....\$2,500

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.
- 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. We will assist with running the bid opening at City Hall and prepare a bid tabulation and create a recommendation of award.

Phase 300. Construction.....\$10,000

We anticipate a construction schedule that includes substantial completion within four (4) weeks after starting construction. We anticipate award of a single prime construction contract to the successful bidder. Our construction phase services will consist of administering a Pre-Construction Meeting with the contractor, city staff, and utility companies (as required). Meeting minutes will be compiled and distributed to all attendees and other interested parties.

Once work is underway, Abonmarche will administer weekly progress meetings (up to four meetings) to review progress and verify the schedule for upcoming work. Abonmarche will compile and verify quantities submitted by the city and generate pay estimates and change orders as necessary. It is understood that the city will handle day to day inspection of all construction during the project, with the exception of one onsite inspection day by Abonmarche for concrete observation and testing.

Upon completion, Abonmarche staff will attend a walk-through, develop and distribute a punch list, and generate paperwork necessary for closeout of the project per City requirements.



FEES

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

Phase 100. Design.....	\$ 14,000
Phase 200. Bidding.....	\$ 2,500
Phase 300. Construction.....	\$ 10,000
TOTAL	\$ 26,500

SCHEDULE

The following timeline is proposed for this project:

<u>Phase</u>	<u>Date</u>
Authorization to Proceed	October 30, 2025
Design Phase	October – December 2025
Bid Advertisement	Wednesday, December 10 th , 2025
Bid Opening	Wednesday, January 7 th , 2026
City Council Award Meeting	Monday, January 19 th , 2026
Construction Phase	April – May 2026

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. Right-of-Way Determination
2. Boundary & Topographic Survey
3. Pavement Corings

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

If you have any questions or require further 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



Abonmarche Project Number: _____

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

(Client address) _____ (Phone) _____

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

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

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

(Project Name) _____ (Location) _____

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

(Scope of work) _____

(Project schedule) _____

(Special Provisions) _____

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

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

(Fee/Type) _____

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

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

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

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

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

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

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that

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

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

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

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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: Mikchael England, Director of Public Works

FROM: Derek Lemke, Facilities and Grounds Manager, Department of Public Works

DATE: October 28, 2025

SUBJECT: Contract Amendment for invasive species treatment of Duncan Park

As part of the Fiscal Year 2025–2026 Capital Improvement Plan, the Department of Public Works is seeking to amend the existing contract with Parshall Tree Care to support the ongoing effort to maintain and restore the health of Grand Haven’s natural spaces. The amendment would authorize treatment within Duncan Park. Parshall has been a reliable partner in environmental stewardship, consistently working within budget parameters while delivering high-quality service.

Duncan Park has not received invasive species treatment in more than three years, and the health of its tree population is now at a critical tipping point. The proposed remediation will address the following invasive threats:

- Hemlock Woolly Adelgid
- Elongated Hemlock Scale

The scope of work will bring Duncan Park up to the standard already implemented across other city-managed properties. Treatment will include targeted applications and follow-up monitoring to ensure the long-term health and sustainability of the park’s forested areas. The estimated cost of the treatment is not to exceed \$85,000. This amendment will be considered by the Duncan Park Commission, and is to be reimbursed in full through the Duncan Park fund at the Grand Haven Area Community Foundation.

City staff recommends that City Council approve the amendment to the contract with Parshall Tree Care in the amount not to exceed \$85,000 and authorize the Mayor and City Clerk to execute the necessary documents.



PROPOSAL

Job Name

Duncan Woods Park 2025 PHC HWA TX_inventory

Duncan Woods Park
Derek Lemke
517 Washington Ave
Grand Haven, MI 49417

Tuesday, October 28, 2025

Expert: James Retzlaff
Phone: 616- 260 -1031
Email: james.retzlaff@parshallcompanies.com
Worksite: Duncan Woods
Grand Haven, MI 49417

#	Item	Description	Qty	Price
1	Hemlock	Hemlock Woolly Adelgid - Safari Basal Spray Controlled trunk Spray of Dinotefuran to control and protect your Hemlock tree(s) from Hemlock Woolly Adelgid (Adelges tsugae) and Elongated Hemlock Scale. One-year protection. - Scout and treat as needed in Duncan Woods Park - Use mapping data provided by city of Grand Haven to inspect, and treat if needed areas of the lowest infection rates. - The technician will add each tree to the inventory and provide the Tree Number, Species, DBH, and approximate height. - Parshall Tree Care Experts will inspect Hemlock trees for the last 4 years of growth. - If more less 50% or more of the needles in the last 4 years are present the tree will be inventoried and treated. - Between 6800 and 6830 DBH will be treated and inventoried We will invoice weekly. Total invoicing will not exceed \$85,000.00.	0	\$85,000.00

Subtotal: \$85,000.00

Tax: \$0.00

Signature

Date

Total: \$85,000.00

**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 Secretary

FROM: Michael England – Director of Public Works

DATE: October 29, 2025

SUBJECT: Proposal for Professional Design and survey services for 7th street Reconstruction

The 7th Street reconstruction project, from Clinton to Beacon Boulevard, has been an ongoing priority for the City of Grand Haven, given the unique opportunity to transform and improve the mixed-use area of the City and Downtown Development Authority. This area of the City is a gateway into the City from the highway, houses a variety of vibrant and growing small, locally owned businesses, and is poised for future investment.

The underground utilities currently need replacement if they are to meet the needs of the vision established by the City's Master Plan and Centertown Vision. The Streetscape and street surfaces are also reaching or past their useful life expectancies. To address these concerns and prepare for the costs associated with infrastructure replacement, the City engaged Abonmarche Engineering to develop a plan, utilizing community input and cost estimates for future replacement.

The proposed project will include a full reconstruction with pedestrian safety enhancements, improved parking, updated streetscape, and new street surfaces. The rehabilitation of 7th Street is coming forward as an opportunity due to the Federal funding through the Transportation Improvement Program (TIP) and Category F funding. To stay on schedule for federal funding, Abonmarche submitted a proposal with the amount of \$29,500 for design and survey services.

The total cost of project activities is estimated at \$7,295,281.50, of which would be funded through \$1,015,000 coming from the TIP and \$400,000 Category F funds. The remaining \$5,880,281.50 project budget is anticipated to come through city water, city sewer, and infrastructure bond funds in the fiscal year 2027-2028. Additional outside funding will also continue to be pursued prior to construction.

As a result, City staff is requesting that the City Council approve an agreement with Abonmarche to move forward with professional design and survey services for the 7th St. construction project.

October 24, 2025

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

**RE: Proposal for Professional Design Services
7th Street Reconstruction Project**

Dear Mr. England:

Abonmarche is pleased to submit this proposal to provide design engineering services for the Grand Haven's upcoming 7th Street reconstruction project in the Centertown Neighborhood. This proposal is based on our current understanding of the scope of the project and includes survey and early preliminary design services for the project. **These services are proposed at this time in order to maintain timelines for a 2027 construction project utilizing Michigan Department of Transportation (MDOT) Transportation Improvement Program (TIP) Funds currently programmed at a federal participation amount of \$1,015,000.**

It is our understanding that Grand Haven has been planning for a revitalization of the 7th Street Corridor in the Centertown Neighborhood. In 2019, Abonmarche staff completed preliminary renderings of streetscape improvements, as shown below:



Figure 1. Preliminary Renderings of 7th Street Improvements

Proposed project improvements include streetscape revitalization, water main replacement, and sanitary and storm sewer replacement all within the seven-block section of 7th Street from Clinton Avenue to US-31.

Our engineer's preliminary construction cost estimate (including contingency) is **\$6,453,518.25**. A detailed estimate of costs is included in **Attachment 1** of this proposal.

To ensure the city follows MDOT schedules for a 2027 construction timeline, it is our recommendation that the city authorize Abonmarche to complete the boundary and topographic survey and submit Section 106 and NEPA documentation to begin the design process. These initial efforts are detailed in the Scope of Services Below.

A revised proposal with remaining design and construction scope will be provided in December 2025 to continue efforts on the 7th Street Reconstruction Project.

SCOPE OF SERVICES

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

Phase 100. Boundary & Topographic Survey.....\$25,000

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. All survey work will be on state plane coordinates and NAVD 88 vertical datum. Formal right-of-way or property boundary work will be required.

Phase 300. Design Phase.....\$4,500

1. Abonmarche will prepare the MDOT Section 106 form, NEPA Documentation, and MDOT Form 5323 and submit to MDOT to begin the design process.
2. The remaining design work will be detailed in the revised December 2025 proposal and added to phase 300.

The phases below will be detailed in the revised December 2025 proposal to include remaining work.

Phase 200. Geotechnical Investigation

Phase 400. Permitting

Phase 500. Bidding

Phase 600. Construction Inspection

Phase 700. Independent Testing

Phase 800. Construction Administration

Phase 900. Construction Staking

Phase 1000. As-Builts



FEES

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

Design Phase

Phase 100. Boundary & Topographic Survey	\$ 25,000
Phase 300. Design.....	\$ 4,500
TOTAL	\$ 29,500

SCHEDULE

The following timeline is proposed for this project based on an authorization to proceed following the November 3, 2025 city council meeting. Should the project goals and timelines change, Abonmarche's phasing will be updated.

<u>Phase</u>	<u>Date</u>
Authorization to Proceed	November 4, 2025
Phase 100. Boundary & Topographic Survey	November 2025 to December 2026
Phase 300. Design	December 2025
<i>Section 106 & NEPA Documentation Submittal</i>	<i>December 2025</i>
Phases 200, 300, 400, 500, 600, 700, 800, 900, & 1000.	Timeline to be provided in updated proposal in December 2025.

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 and established utility easements.
2. Additional SHPO work
 - a. Should any additional documentation or studies result from MDOT's review of initial submission materials, this work will be reflected in our updated proposal.



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.

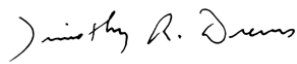
If you have any questions or require further clarification, feel free to reach out to our office at (231) 299-2220 or via email at lbectel@abonmarche.com.

Sincerely,

Abonmarche Consultants, Inc.



Leah Bectel, PE
Project Manager



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

Attachments:

Engineer's Estimate of Probable Construction Costs



Engineer's Preliminary Estimate of Construction Costs

Project:	Centertown 7th Street Reconstruction	Project No.:	P25-0045
Client:	City of Grand Haven	Client Project No.:	N/A
Description:	Streetscapes	Project Stage:	Scoping
Prepared By:	Jon Greco	Date Prepared:	1/23/2025
Review By:	Daniel Dombos II, PE	Date Reviewed:	

Narrative:	Angled parking alternative for southbound 7th Street from Clinton to Beacon with connectivity improvements at the 7th-Madison-Beacon Intersection. Includes replacement of storm drainage, water main, and sanitary sewer rehab/replacement. Roadway includes streetscape amenities, entryway, landscape plantings, and decorative pavement treatment.
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Miscellaneous Items					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
1	Mobilization, Max. 5%	1.00	LSUM	\$ 268,000.00	\$ 268,000.00
2	Exploratory Investigation, Vertical	50.00	Ft	\$ 42.00	\$ 2,100.00
3	Subgrade Undercutting, Type II	250.00	Cyd	\$ 24.00	\$ 6,000.00
4	Erosion Control, Inlet Protection, Fabric Drop	50.00	Ea	\$ 138.00	\$ 6,900.00
5	Erosion Control, Sand Fence	1000.00	Ft	\$ 3.00	\$ 3,000.00
6	Erosion Control, Silt Fence	1000.00	Ft	\$ 3.00	\$ 3,000.00
7	Maintenance Gravel, LM	500.00	Cyd	\$ 30.00	\$ 15,000.00
8	Cement	5.00	Ton	\$ 210.00	\$ 1,050.00
9	Barricade, Type III, High Intensity, Doubled Sided, Lighted, Furn	40.00	Ea	\$ 126.00	\$ 5,040.00
10	Barricade, Type III, High Intensity, Doubled Sided, Lighted, Oper	40.00	Ea	\$ 36.00	\$ 1,440.00
11	Minor Traf Devices	1.00	LSUM	\$ 120,000.00	\$ 120,000.00
12	Plastic Drum, Fluorescent, Furn	350.00	Ea	\$ 33.00	\$ 11,550.00
13	Plastic Drum, Fluorescent, Oper	350.00	Ea	\$ 3.00	\$ 1,050.00
14	Sign, Type B, Temp, Prismatic, Furn	750.00	Sft	\$ 9.00	\$ 6,750.00
15	Sign, Type B, Temp, Prismatic, Oper	750.00	Sft	\$ 1.25	\$ 937.50
16	Traf Regulator Control	1.00	LSUM	\$ 96,000.00	\$ 96,000.00
17	Pedestrian Type II Barricade, Temp	20.00	Ea	\$ 180.00	\$ 3,600.00
18	Railroad Flagging	1.00	LSUM	\$ 60,000.00	\$ 60,000.00
Miscellaneous Items Subtotal:					\$ 611,417.50

Removals					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
19	Tree, Rem, 6 inch to 18 inch	25.00	Ea	\$ 600.00	\$ 15,000.00
20	Tree, Rem, 19 inch to 36 inch	5.00	Ea	\$ 1,080.00	\$ 5,400.00
21	Dr Structure, Rem	35.00	Ea	\$ 480.00	\$ 16,800.00
22	Sewer, Rem, Less than 24 inch	2660.00	Ft	\$ 21.00	\$ 55,860.00
23	Curb and Gutter, Rem	7300.00	Ft	\$ 12.00	\$ 87,600.00
24	Pavt, Rem, Modified	14000.00	Syd	\$ 11.00	\$ 154,000.00
25	Sidewalk, Rem	3700.00	Syd	\$ 13.50	\$ 49,950.00
26	Sign, Type III, Rem	50.00	Ea	\$ 30.00	\$ 1,500.00
27	Hydrant, Rem	5.00	Ea	\$ 900.00	\$ 4,500.00
28	Water Main, Rem	2800.00	Ft	\$ 18.00	\$ 50,400.00
Removals Subtotal:					\$ 441,010.00

Proposed Improvements					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
29	Machine Grading, Modified	30.00	Sta	\$ 4,800.00	\$ 144,000.00
30	Subbase, CIP	5000.00	Cyd	\$ 21.00	\$ 105,000.00
31	Aggregate Base, 8 inch	15000.00	Syd	\$ 13.80	\$ 207,000.00
32	Sewer, CI IV, 12 inch to 24 inch, Tr Det B, Modified	2000.00	Ft	\$ 117.00	\$ 234,000.00
33	Sewer, CI IV, 12 inch, Bore and Jack (W/ Casing)	100.00	Ft	\$ 600.00	\$ 60,000.00
34	Dr Structure Cover, Adj, Case 1 (San Manholes)	9.00	Ea	\$ 780.00	\$ 7,020.00
35	Dr Structure Cover, Type K	20.00	Ea	\$ 930.00	\$ 18,600.00
36	Dr Structure, 48 inch dia	30.00	Ea	\$ 3,300.00	\$ 99,000.00
37	Dr Structure Cover, Type B, Self Leveling	10.00	Ea	\$ 1,500.00	\$ 15,000.00
38	Dr Structure Cover, Type Q, Modified	9.00	Ea	\$ 900.00	\$ 8,100.00
39	Dr Structure Cover, Type Q, Self Leveling	3.00	Ea	\$ 1,500.00	\$ 4,500.00
40	HMA, 4EML (3")	2065.00	Ton	\$ 102.00	\$ 210,630.00
41	HMA, 5EML (2")	1375.00	Ton	\$ 108.00	\$ 148,500.00
42	Driveway, Nonreinf Conc, 6 inch	325.00	Syd	\$ 54.00	\$ 17,550.00
43	Curb and Gutter, Conc, Det C4	5775.00	Ft	\$ 27.00	\$ 155,925.00
44	Driveway Opening, Conc, Det M	975.00	Ft	\$ 27.00	\$ 26,325.00
45	Curb Ramp Opening, Conc	550.00	Ft	\$ 27.00	\$ 14,850.00
46	Curb Ramp, Conc, 6 inch	4350.00	Sft	\$ 10.00	\$ 43,500.00
47	Sidewalk, Conc, 4 inch	24025.00	Sft	\$ 7.00	\$ 168,175.00

Project:	Centertown 7th Street Reconstruction	Project No.:	P25-0045
Client:	City of Grand Haven	Client Project No.:	N/A
Description:	Streetscapes	Project Stage:	Scoping
Prepared By:	Jon Greco	Date Prepared:	1/23/2025
Review By:	Daniel Dombos II, PE	Date Reviewed:	

48	Detectable Warning Surface, Cast Iron	275.00	Ft	\$	96.00	\$ 26,400.00
49	Post Hole Through Conc for Steel Post	25.00	Ea	\$	90.00	\$ 2,250.00
50	Post, Steel, 3 lb	750.00	Ft	\$	8.50	\$ 6,375.00
51	Sign, Type IIIA/B	300.00	Sft	\$	24.00	\$ 7,200.00
52	Pavt Mrkg, Waterborne, 4 inch, White	1050.00	Ft	\$	1.25	\$ 1,312.50
53	Pavt Mrkg, Waterborne, 4 inch, Yellow	3400.00	Ft	\$	1.25	\$ 4,250.00
54	Pavt Mrkg, Waterborne, 4 inch, Blue	275.00	Ft	\$	2.50	\$ 687.50
55	Pavt Mrkg, Waterborne, 12 inch, Crosswalk	1550.00	Ft	\$	5.00	\$ 7,750.00
56	Pavt Mrkg, Waterborne, 24 inch, Stop Bar	250.00	Ft	\$	9.50	\$ 2,375.00
57	Pavt Mrkg, Waterborne, Lt/Rt/Thru Arrow Sym	5.00	Ea	\$	150.00	\$ 750.00
58	Pavt Mrkg, Waterborne, Accessible Sym	3.00	Ea	\$	300.00	\$ 900.00
59	Pavt Mrkg, Waterborne, Railroad Crossing Sym	4.00	Ea	\$	360.00	\$ 1,440.00
60	Gate Valve and Box, 8 inch, Modified	10.00	Ea	\$	3,000.00	\$ 30,000.00
61	Gate Valve and Box, 12 inch, Modified	10.00	Ea	\$	3,900.00	\$ 39,000.00
62	Water Main, DI, 6 inch, Tr Det G, Modified	75.00	Ft	\$	300.00	\$ 22,500.00
63	Water Main, DI, 8 inch, Tr Det G, Modified	425.00	Ft	\$	162.00	\$ 68,850.00
64	Water Main, DI, 12 inch, Tr Det G, Modified	2200.00	Ft	\$	132.00	\$ 290,400.00
65	Water Main, HDPE, 12 inch, Directional Drill	100.00	Ft	\$	480.00	\$ 48,000.00
66	Curb Stop and Box	30.00	Ea	\$	900.00	\$ 27,000.00
67	Hydrant Assembly, Modified	7.00	Ea	\$	7,500.00	\$ 52,500.00
68	Private Side Water Serv, Fittings and Conc to Ex	26.00	Ea	\$	1,200.00	\$ 31,200.00
69	Water Serv, 1 inch, Modified	5.00	Ea	\$	1,980.00	\$ 9,900.00
70	Water Serv, 2 inch, Modified	8.00	Ea	\$	3,180.00	\$ 25,440.00
71	Water Serv, Long, 1 inch, Modified	5.00	Ea	\$	3,000.00	\$ 15,000.00
72	Water Serv, Long, 2 inch, Modified	8.00	Ea	\$	4,800.00	\$ 38,400.00
73	Sanitary Service, PVC, 6 inch	525.00	Ft	\$	90.00	\$ 47,250.00
74	CIPP Sanitary Sewer Lining, 10 inch	700.00	Ft	\$	108.00	\$ 75,600.00
75	CIPP Sanitary Sewer Lining, 15 inch	350.00	Ft	\$	126.00	\$ 44,100.00
76	CIPP Sanitary Sewer Lining, 18 inch	350.00	Ft	\$	144.00	\$ 50,400.00
77	CIPP Sanitary Sewer Lining, 24 inch	215.00	Ft	\$	186.00	\$ 39,990.00
78	Sanitary Sewer, PVC, 15 inch, Tr Det G, Modified	660.00	Ft	\$	162.00	\$ 106,920.00
79	Sanitary Cleanout	15.00	Ea	\$	990.00	\$ 14,850.00
80	Sanitary Cleanout Cover	5.00	Ea	\$	510.00	\$ 2,550.00
81	Sanitary Manhole, 60 inch dia	3.00	Ea	\$	7,800.00	\$ 23,400.00
Proposed Improvements Subtotal:						\$ 2,852,615.00

Landscaping Improvements						
Line	Item	Quantity	Unit	Unit Cost	Item Cost	
82	Slope Restoration, Non-Freeway, Type B, Modified (Hydroseed)	2325.00	Syd	\$ 8.50	\$ 19,762.50	
83	Hardwood Mulch, 4 inch	1150.00	Syd	\$ 9.00	\$ 10,350.00	
84	Stamped Conc, 6 inch	6600.00	Sft	\$ 30.00	\$ 198,000.00	
85	Lighting Control and Power Feed	1.00	Ea	\$ 42,000.00	\$ 42,000.00	
86	Decorative Light Pole and Fdn	50.00	Ea	\$ 11,400.00	\$ 570,000.00	
87	Landscape Furniture, Bench	10.00	Ea	\$ 3,600.00	\$ 36,000.00	
88	Landscape Furniture, Table	8.00	Ea	\$ 5,400.00	\$ 43,200.00	
89	Trash Receptacle	12.00	Ea	\$ 4,800.00	\$ 57,600.00	
90	Landscape Planting, Tree	65.00	Ea	\$ 600.00	\$ 39,000.00	
91	Landscape Planting, 1 Gal, Perennial or Grass	2150.00	Ea	\$ 42.00	\$ 90,300.00	
92	Decorative Tree Grate	10.00	Ea	\$ 3,300.00	\$ 33,000.00	
93	Decorative Concrete Wall	365.00	Ft	\$ 900.00	\$ 328,500.00	
94	Decorative Entry Archway	1.00	Ea	\$ 235,500.00	\$ 235,500.00	
95	Bike Rack	2.00	Ea	\$ 1,750.00	\$ 3,500.00	
Landscaping Improvements Subtotal:						\$ 1,706,712.50

Construction Subtotal:					\$ 5,611,755.00
Construction Contingency/Engineering:					30% \$ 1,683,600.00
Grand Total:					\$ 7,295,355.00

Abonmarche Project Number: _____

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

(Client address) _____ (Phone) _____

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

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

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

(Project Name) _____ (Location) _____

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

(Scope of work) _____

(Project schedule) _____

(Special Provisions) _____

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

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

(Fee/Type) _____

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

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

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

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

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

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

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4867-0474-8876 v2 [57570-1]

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

End of Agreement