CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN

AGENDA FOR

REGULAR COUNCIL MEETING

GRAND HAVEN CITY HALL*
COUNCIL CHAMBERS
519 WASHINGTON AVE

MONDAY, November 02, 2026
7:30 PM

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
   A. Tim Taylor, Hope Church.
4. **PLEDGE OF ALLEGIANCE**
5. **REAPPOINTMENTS TO BOARDS & COMMISSIONS**
6. **NEW APPOINTMENTS TO BOARDS & COMMISSIONS** **ATTACHMENT A**
   A. Jacey Kloeckner, Human Relations Commission, term ending June 30, 2027.
   B. Oliver Shampine, Zoning Board of Appeals, term ending June 30, 2027.
7. **APPROVAL OF CONSENT AND REGULAR AGENDA**
8. **CONTINUATION OF WORK SESSION (IF NEEDED)**
9. **CALL TO AUDIENCE – ONE OF TWO OPPORTUNITIES**

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

10. **PRESENTATION** **ATTACHMENT B**
    A. Musical Fountain Update - Jerry Troke, Committee Chair.
    B. Veterans Day Proclamation.
11. **CONSENT AGENDA** **ATTACHMENT C**
    A. Approve the Regular City Council meeting minutes for October 19, 2026.
    B. Approve the bills memo in the amount of $1,819,168.95.

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C. Approve the 2011 Public Act 152 requirements by adopting the annual Exemption option for the medical benefit year January 1, 2027, through December 31, 2027.
D. Approve a Professional Engineering Service Agreement with Prein & Newhof for Design and Sitework for the six nested T-Hangers at the Grand Haven Memorial Airport in the amount of $63,000.00.

12. UNFINISHED BUSINESS

13. PUBLIC HEARING

14. NEW BUSINESS **ATTACHMENT D**

A. Consideration by City Council of a resolution to rescind an offer of employment to Eric Roberts for the City Clerk position.

Administration recommends approval

B. Consideration by City Council of a resolution to appoint a City Clerk.

C. Consideration by City Council of a resolution to authorize City staff to request Michigan Department of Natural Resources approval to convert five transient slips at the Grand Haven Municipal Marina to seasonal use for the 2027 boating season.

Administration recommends approval

D. Consideration by City Council of a resolution to approve the terms of Prein & Newhof Professional Engineering Service Agreement Amendment #1 for required tree maintenance, construction observation and drone survey at the Grand Haven Memorial Airport in the amount of $25,000.00.

Airport Board recommends approval
Administration recommends approval

E. Consideration by City Council of a resolution to approve the expansion of the Downtown Social District to include the area between Lynne Sherwood Waterfront Stadium and Snug Harbor.

MSDDA recommends approval
Administration recommends approval

F. Consideration by City Council of a resolution of support for the Ottawa County 24ward Vision Task Force.

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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

Outlook

Board / Commission Online Application Submission

From grandhaven@foxbrightcms.com <grandhaven@foxbrightcms.com>
Date Wed 9/30/2026 11:35 AM
To Clerk <clerk@grandhaven.org>

First Name:	Jacey
Last Name:	Kloeckner
Home Address:	115 W. Ann St
City:	Spring Lake
State:	MI
Zip Code:	49456
Phone Number:	5175050642
Email:	
I wish to be considered for:	Appointment
Application Choices:	Human Relations Commission
If You Chose Other Please Specify:	
If selected more than 1, please list in order of preference:	
Are you over 21 years of age?:	Yes
Are you a resident of the City of Grand Haven?:	No
Are you a registered voter in the City of Grand Haven?:	No
Educational Qualifications:	Bachelor of Science: Psychology Bachelor of Science: Interdisciplinary Health Sciences
Place of Employment:	Bethany Christian Services
Type of Work Performed:	Post Adoption Specialist
Please List Other Relevant Experience:	Foster Care Adoption Specialist -Bethany Christian Services Substance Abuse and Domestic Violence Assessor - Prevention and Training Services Foster Care Case Worker- Lutheran Social Services of Michigan Director of Communications, Social Media and Admissions -Archdiocese of Chicago Emergency Room Volunteer -North Ottawa Community Hospital Trust Based Relational Intervention

(Texas Christian University) August 2023 Talking to Kids about Racism (Ennis Center for Children) January 2023 Motivational Interviewing (State of Michigan) January 2023 Foundational Concepts for Inclusive Practices (Bethany Christian Services) June 2021 Child Welfare Training Institute (State of Michigan) April 2014 First Aid/ CPR (American Red Cross) February 2023 Virtus Training Program (Archdiocese of Chicago) Forensic Interviewing (Prosecuting Attorneys Association of Michigan) April 2014 200 Certified Yoga Teacher (Yoga State) April 2014

-- User IP Address: 24.247.1.145 User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/154.0.0.0 Safari/537.36 Edg/154.0.0.0

Attachment B

CITY OF GRAND HAVEN

MAYORAL PROCLAMATION

Veterans Appreciation Month — November 2026

WHEREAS, the City of Grand Haven honors the men and women who have served in the United States Armed Forces, recognizing their courage, sacrifice, and commitment to our nation; and

WHEREAS, veterans represent many backgrounds, generations, and experiences, and their service is an enduring part of our community's history and shared life; and

WHEREAS, Henry E. Plant of nearby Nunica and Crockery Township received the Medal of Honor for his actions at the Battle of Bentonville in 1865, where he recovered his regiment's flag after its bearer was mortally wounded, and is remembered today through the Grand River bridge bearing his name; and

WHEREAS, Grand Haven native Sergeant Alvin F. Jonker served in World War I and gave his life during the Battle of the Argonne in 1918, and his memory endures through the veterans and community members of VFW Post 2326; and

WHEREAS, generations of local veterans have continued their commitment to service through school boards, Rotary clubs, veterans' organizations, and countless other civic, charitable, and volunteer endeavors that strengthen our community; and

WHEREAS, honoring veterans means both recognizing their military service and welcoming their voices, experiences, and leadership in our community, while supporting them and their families; and

WHEREAS, Veterans Day, observed on November 11, offers an opportunity to express our gratitude to all who have served, with particular appreciation for the living veterans who are our neighbors, colleagues, friends, and family members;

NOW, THEREFORE, I, the Mayor of the City of Grand Haven, Michigan, do hereby proclaim November 2026 as

VETERANS APPRECIATION MONTH

in the City of Grand Haven, and encourage all residents to honor our veterans, learn from their experiences, support their families, and carry forward their example of service to others.

Proclaimed this 02 day of November, 2026.

Attachment C

CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
MONDAY, OCTOBER 19, 2026

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

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

Absent: None.

Others Present: City Manager Ashley Latsch, Assistant City Manager Dana Kollewehr, City Planner Brian Urquhart, MSDDA Executive Director Chandi Pape, and Waterfront & Events Manager Brian Jarosz.

INVOCATION/PLEDGE OF ALLEGIANCE

Nathan Strom, Grand Haven Church of God

NEW APPOINTMENTS

26-214 Mayor Pro-tem **Dora** moved, seconded by Council Member **Fritz**, to appoint Josh Brugger, Construction Board of Appeals, term ending December 31, 2026.

Roll Call Vote:
This motion carried unanimously.

APPROVAL OF CONSENT AND REGULAR AGENDAS

Mayor Pro-tem **Dora** moved, seconded by Council Member **Lyon**, to approve the agendas as presented.

26-215 Council Member **Lyon** moved, seconded by Council Member **Kallio**, to amend the agendas by moving Consent Agenda item 11C to New Business Item 14F and Consent Agenda item 11A to New Business item 14G.

Roll Call Vote:
This motion carried unanimously.

26-216 There being no objections to the agendas as amended, Mayor Monteza called for a roll call vote.

Roll Call Vote:
This motion carried unanimously.

FIRST CALL TO AUDIENCE

Jeff Miller, 1120 S Harbor Dr: Commented on the memorial service for John Nasser. He also commented on agendas.

Daniel Muellerleile, 15028 Westray Street: Commented on his sculpture that was featured in ArtPrize 2026.

Jim Hagan, 400 Lake: Commented on a peaking plant that has been proposed to be located at a property near the Airport.

Hon. Juanita F. Bocanegra, 58th District Court Judge: Commented on her campaign for re-election.

PRESENTATIONS

Mayor Monetza presented the proclamations recognizing Matt and Will Hoffmeyer for their respective Scout projects at the Lake Forest Cemetery, as well as their continued dedication, service, and contributions to the Grand Haven community. Matt and Will Hoffmeyer took turns to speak briefly about their projects which focused on honoring deceased veterans buried at the Lake Forest Cemetery.

Executive Director Chandi Pape of the Grand Haven Main Street Downtown Development Authority presented the Annual Report for the MSDDA. The MSDDA renewed their Principal Shopping District Designation in February, which allowed them to hire an administrative assistant. The MSDDA's focus for the last year was their transformation strategy and they are focusing on fund development this upcoming year.

Josh Brugger, County Commissioner, introduced Patrick Waterman, Ottawa County Administrator and Brian Dissette, Ottawa County Deputy Administrator, who presented Ottawa County's Strategic Plan. Ottawa County is focused on growth and restoring community trust.

CONSENT AGENDA

26-217 Approve the bills memo in the amount of $2,010,122.56. **Attachment A**

26-218 Approve proclamations recognizing Matt and Will Hoffmeyer for their respective Scout projects at Lake Forest Cemetery, as well as their continued dedication, service, and contributions to the Grand Haven community.

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

Roll Call Vote:
This motion carried unanimously.

UNFINISHED BUSINESS

Mayor Monetza noted that Council Member Kallio is not anticipated to recuse herself tonight because her association with Capstone no longer exists.

John Grodis, 115 Sherman, commented regarding an engineering report.

26-219 There being no objections to approve an Agreement for Redevelopment between the City of Grand Haven and Grand Power Works LLC, for the former Diesel Plant located at 518 S. Harbor Drive, Mayor Monteza called for a roll call vote.

Roll Call Vote:
This motion carried unanimously.

NEW BUSINESS

Mayor Pro-tem **Dora** moved, seconded by Council Member **Lyon**, to approve a resolution to appoint a City Clerk.

City Council conducted a vote by ballot to select the City Clerk.

26-220 Council Member **Lyon** moved, seconded by Council Member **Kallio,** to amend a resolution to appoint Eric Roberts as City Clerk.

Roll Call Vote:
This motion carried unanimously.

26-221 There being no objections to the resolution as amended to appoint Eric Roberts as City Clerk, Mayor Monetza called for a roll call vote.

Roll Call Vote:
This motion carried unanimously.

Mayor Pro-tem **Dora** moved, seconded by Council Member **Lyon**, to approve a resolution to transition to the Western Michigan Health Insurance Pool and to appoint Tahlor Heft as Trustee, and Ashley Latsch as Alternate Trustee.

26-222 Council Member **Lyon** moved, seconded by Mayor Pro-tem **Dora**, to amend the resolution to appoint Emily Greene as Trustee instead of Tahlor Heft.

Roll Call Vote:
This motion carried unanimously.

26-223 There being no objections to the resolution as amended to approve a resolution to transition to the Western Michigan Health Insurance Pool and to appoint Emily Greene as Trustee, and Ashley Latsch as Alternate Trustee, Mayor Monetza called for a roll call vote.

Roll Call Vote:
This motion carried unanimously.

26-224 Mayor Pro-tem **Dora** moved, seconded by Council Member **Kallio,** to approve the Centertown Vision Plan as an amendment to the Master Plan.

Roll Call Vote:
This motion carried unanimously.

26-225 Council Member **Fritz** moved, seconded by Council Member **Lyon**, to approve a resolution to allow Grand Armory Brewing to host a temporary food truck in the two public parking spaces in front of the business entrance from October 22nd to December 31st, 2026.

Roll Call Vote:
This motion carried unanimously.

26-226 Mayor Pro-tem **Dora** moved, seconded by Council Member **Fritz,** to approve a resolution to release an RPF for architectural services for the renovation of Department of Public Safety building at 525 Washington Avenue.

Roll Call Vote:
This motion carried unanimously.

Council Member **Fritz**, seconded by Council Member **Kallio,** to approve the Special Council Meeting, Special Work Session, and Regular City Council meeting minutes for October 05, 2026.

26-227 Mayor Pro-tem **Dora** moved, seconded by Council Member **Kallio,** to amend the Special Council Meeting and Regular City Council meeting minutes for October 05, 2026, as follows:

1. Special Council Meeting minutes: replace her with his under Interview for City Clerk Position, candidate Eric Roberts.
2. Regular City Council minutes under Consent and Regular Agendas: add motion to amend the agendas by removing New Business item 14A and postponing it until the next meeting.

Roll Call Vote:
This motion carried unanimously.

26-228 There being no objections to the October 05, 2026, minutes as amended, Mayor Monteza called for a roll call vote.

Roll Call Vote:
This motion carried unanimously.

Council Member **Fritz**, seconded by Council Member **Lyon,** to approve a resolution recognizing GHAPS Duneside PTO as a nonprofit organization operating in the community of Grand Haven, for the purpose of obtaining a charitable gaming license for a raffle event on November 10, 2026.

26-229 Council Member **Lyon,** seconded by Mayor Pro-tem **Dora,** to amend the approved resolution recognizing GHAPS Duneside PTO as a nonprofit organization operating in the community of Grand Haven, for the purpose of obtaining a charitable gaming license for a raffle event on November 10, 2026, contingent upon them providing City Council with their 503(c) paperwork.

Roll Call Vote:
This motion carried unanimously.

26-230 There being no objections to the amended resolution recognizing GHAPS Duneside PTO as a nonprofit organization operating in the community of Grand Haven, for the purpose of obtaining a charitable gaming license for a raffle event on November 10, 2026, contingent upon them providing City Council with their 503(c) paperwork, Mayor Monteza called for a roll call vote.

Roll Call Vote:
This motion carried unanimously.

REPORT BY CITY COUNCIL

Mayor Pro-tem Dora thanked all the applicants and finalists for the City Clerk's position. He also commented on his experience at the MML conference.

Council Member Lyon thanked all the applicants for the City Clerk's position and urged residents to create a voting plan and vote in the upcoming general election.

Council Member Fritz urged residents to vote in the upcoming general election. He also commented on his experience at the MML Conference.

Council Member Kallio commented on her experience at the MML conference, reiterated the need for residents to create a voting plan, and urged residents to apply for our open Boards and Commissions positions.

Mayor Monetza thanked all of the applicants for the City Clerk position. He also commented on his experience at the MML conference and congratulated Council Member Fritz on becoming a member of the MML Board of Trustees.

CITY MANAGER REPORT

City Manager Latsch spoke about the City of Grand Haven's Halloween indoor trick-or-treat event at Central Park Place on Saturday, October 31, 2026, from 5:30 to 7:00 pm, and encouraged everyone to participate or to volunteer.

City Manager Latsch also spoke about the city's seasonal vs transient marina slips. Over the past four years the marina has seen a steady decline. In 2023, we saw an occupancy rate of 42.6% which has since dropped to 37% in 2026, with weekends remaining strong. Staff is proposing converting five transient slips to seasonal use.

CALL TO AUDIENCE SECOND OPPORTUNITY

CLOSED SESSION

Mayor Pro-tem **Dora** moved, seconded by Council Member **Kallio**, to enter closed session at 10:20 p.m. to consider a periodic personnel evaluation pursuant to Section 8(1)(a) of the Open Meeting Act at the request of the employee.

Roll Call Vote:
This motion carried unanimously.

Council Member **Lyon** moved, seconded by Council Member **Kallio**, to exit Closed Session at 11:05 p.m.

Roll Call Vote:
This motion carried unanimously.

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 11:05 p.m.

Minutes prepared and submitted by Deputy Clerk, Amy M. Vos.

_____ _____

Robert Monetza, Mayor Amy M. Vos, Deputy Clerk

Attachment A

To: Ashley Latsch, City Manager
From: Emily Greene, Finance Director
CM Date: **10.19.26**
RE: Bills From Payables Warrant

FUND NUMBER	FUND NAME	WARRANT 10.07.26	ACH WARRANT 10.07.26	WARRANT 10.14.26	ACH WARRANT 10.14.26	CREDIT CARD WARRANT 10.13.26	TOTALS
101	General Fund	$26,279.55	$3,707.04	$43,151.95	$82,899.24	$10,313.89	$166,351.67
151	Cemetery Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
202	Major Street Fund	$301.19	$0.00	$9,104.18	$1,548.53	$171.19	$11,125.09
203	Local Street Fund	$203.19	$0.00	$8,092.24	$1,382.09	$171.19	$9,848.71
235	Public Safety Millage Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
242	Brfd LBRF TIF Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
243	Brownfield Redevelopment Fund	$30.00	$0.00	$0.00	$27,721.00	$0.00	$27,751.00
244	Economic Development Corp Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
245	Downtown TIF Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
246	Brownfield TIF GL Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
248	Grand Haven Main Street DDA Fund	$6,211.19	$0.00	$1,010.00	$2,005.16	$995.19	$10,221.54
272	2008/17 UTGO Inf Bond Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
273	2014 LTGO Bond Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
274	2015 UTGO Bond Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
276	LightHouse Maintenance Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
278	Community Land Trust Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
352	Brownfield TIF Debt Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
372	2008/17 UTGO Inf Debt Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
373	2014 LTGO Bond Debt Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
374	2015 UTGO Bond Debt Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
375	Public Safety Bond Debt Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
384	2020 LTGO Bond - Warber Drain Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
394	Downtown TIF Debt Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
401	Public Improvements Fund	$0.00	$0.00	$31,329.06	$4,404.50	$0.00	$35,733.56
402	Fire Truck Replacement Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
410	Harbor Island Remediation Fund	$0.00	$0.00	$100.00	$45,280.38	$1,246.52	$46,626.90
435	Public Safety Capital Project Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
456	2008/17 UTGO Inf Construction Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
457	2014 LTGO Construction Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
458	2015 UTGO Construction Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
508	North Ottawa Recreation Authority	$0.00	$0.00	$0.00	$0.00	$465.48	$465.48
509	Sewer Authority Operating	$36,000.81	$0.00	$9,299.86	$53,502.19	$677.26	$99,480.12
509	Sewer Authority SL Force Main	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
509	Sewer Authority Plant Mod	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
509	GH/SL SA-2013 Debt	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
509	GH/SL SA-SLPS/Force Main Debt	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
509	GH/SL SA-Local Lift Station Debt	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
509	GH/SL SA-2018 Plant Debt	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
510	NOWS Operating	$33,754.64	$0.00	$923.18	$80,566.01	$994.30	$116,238.13
510	NOWS Plant Debt	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
510	NOWS Replacement	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
581	Airport Fund	$255.02	$0.00	$193.58	$1,331.99	$0.00	$1,780.59
590	City Sewer Fund	$9,455.54	$0.00	$1,141.49	$127,252.89	$379.43	$138,229.35
591	City Water Fund	$2,643.25	$0.00	$4,853.86	$95,103.92	$449.44	$103,050.47
594	Marina Fund	$927.32	$0.00	$5,791.48	$3,567.57	$47.34	$10,333.71
597	Boat Launch Fund	$40.01	$0.00	$608.33	$169.76	$0.00	$818.10
661	Motor Pool Fund	$106,449.50	$0.00	$2,496.85	$33,720.43	$99.96	$142,766.74
677	Self Insurance Fund	$0.00	$0.00	$128.88	$0.00	$0.00	$128.88
678	OPEB/Retiree Benefits Fund	$0.00	$0.00	$44,219.73	$0.00	$0.00	$44,219.73
679	Health Benefits Fund	$0.00	$0.00	$91.80	$0.00	$0.00	$91.80
701	Trust & Agency Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
703	Tax Collection Fund	$234,264.02	$808,596.97	$2,000.00	$0.00	$0.00	$1,044,860.99
704	Payroll Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		$456,815.23	$812,304.01	$164,536.47	$560,455.66	$16,011.19	$2,010,122.56

$2,010,122.56 Total Approved Bills
$1,089,301.40 Minus eligible bills for release without prior approval: including Utility,
$920,821.16 Retirement, Insurance, Health Benefit, and Tax Collection Funds

To: Ashley Latsch, City Manager
From: Emily Greene, Finance Director EG
CM Date: **11.2.2026**
RE: Bills From Payables Warrant

FUND NUMBER	FUND NAME	WARRANT 10.21.26	ACH WARRANT 10.21.26	WARRANT 10.28.26	ACH WARRANT 10.28.26	TOTALS
101	General Fund	$24,097.13	$0.00	$27,405.76	$102,584.77	$154,087.66
151	Cemetery Fund	$337.50	$0.00	$0.00	$0.00	$337.50
202	Major Street Fund	$11,840.94	$0.00	$92.19	$60,455.01	$72,388.14
203	Local Street Fund	$62,318.44	$0.00	$92.19	$4,436.69	$66,847.32
235	Public Safety Millage Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00
242	Brfd LBRF TIF Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00
243	Brownfield Redevelopment Fund	$0.00	$0.00	$0.00	$6,065.00	$6,065.00
244	Economic Development Corp Fund	$0.00	$0.00	$0.00	$0.00	$0.00
245	Downtown TIF Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00
246	Brownfield TIF GL Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00
248	Grand Haven Main Street DDA Fund	$4,435.56	$0.00	$400.00	$50.00	$4,885.56
272	2008/17 UTGO Inf Bond Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00
273	2014 LTGO Bond Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00
274	2015 UTGO Bond Rev Fund	$0.00	$0.00	$0.00	$0.00	$0.00
276	LightHouse Maintenance Fund	$0.00	$0.00	$0.00	$323.00	$323.00
278	Community Land Trust Fund	$0.00	$0.00	$0.00	$0.00	$0.00
352	Brownfield TIF Debt Fund	$0.00	$0.00	$0.00	$0.00	$0.00
372	2008/17 UTGO Inf Debt Fund	$0.00	$0.00	$0.00	$0.00	$0.00
373	2014 LTGO Bond Debt Fund	$0.00	$0.00	$0.00	$0.00	$0.00
374	2015 UTGO Bond Debt Fund	$0.00	$0.00	$0.00	$0.00	$0.00
375	Public Safety Bond Debt Fund	$0.00	$0.00	$0.00	$0.00	$0.00
384	2020 LTGO Bond - Warber Drain Fund	$0.00	$0.00	$0.00	$0.00	$0.00
394	Downtown TIF Debt Fund	$0.00	$0.00	$0.00	$0.00	$0.00
401	Public Improvements Fund	$0.00	$0.00	$0.00	$10,121.68	$10,121.68
402	Fire Truck Replacement Fund	$0.00	$0.00	$0.00	$0.00	$0.00
410	Harbor Island Remediation Fund	$0.00	$0.00	$330.00	$67,973.71	$68,303.71
435	Public Safety Capital Project Fund	$0.00	$0.00	$0.00	$0.00	$0.00
456	2008/17 UTGO Inf Construction Fund	$0.00	$0.00	$0.00	$0.00	$0.00
457	2014 LTGO Construction Fund	$0.00	$0.00	$0.00	$0.00	$0.00
458	2015 UTGO Construction Fund	$0.00	$0.00	$0.00	$0.00	$0.00
508	North Ottawa Recreation Authority	$0.00	$0.00	$0.00	$0.00	$0.00
509	Sewer Authority Operating	$29,340.11	$0.00	$99,246.95	$80,284.83	$208,871.89
509	Sewer Authority SL Force Main	$0.00	$0.00	$0.00	$0.00	$0.00
509	Sewer Authority Plant Mod	$0.00	$0.00	$0.00	$0.00	$0.00
509	GH/SL SA-2013 Debt	$0.00	$0.00	$0.00	$0.00	$0.00
509	GH/SL SA-SLPS/Force Main Debt	$0.00	$0.00	$0.00	$0.00	$0.00
509	GH/SL SA-Local Lift Station Debt	$0.00	$0.00	$0.00	$0.00	$0.00
509	GH/SL SA-2018 Plant Debt	$0.00	$0.00	$0.00	$0.00	$0.00
510	NOWS Operating	$12,056.55	$0.00	$750.64	$41,508.23	$54,315.42
510	NOWS Plant Debt	$0.00	$0.00	$0.00	$0.00	$0.00
510	NOWS Replacement	$0.00	$0.00	$0.00	$0.00	$0.00
581	Airport Fund	$0.00	$0.00	$0.00	$12,903.59	$12,903.59
590	City Sewer Fund	$1,379.37	$0.00	$3,155.06	$447,694.54	$452,228.97
591	City Water Fund	$1,529.17	$0.00	$7,860.98	$154,754.49	$164,144.64
594	Marina Fund	$94.53	$0.00	$0.00	$2,858.27	$2,952.80
597	Boat Launch Fund	$0.00	$0.00	$0.00	$275.00	$275.00
661	Motor Pool Fund	$1,649.73	$0.00	$965.25	$346,913.61	$349,528.59
677	Self Insurance Fund	$0.00	$0.00	$0.00	$0.00	$0.00
678	OPEB/Retiree Benefits Fund	$6,952.29	$0.00	$0.00	$0.00	$6,952.29
679	Health Benefits Fund	$0.00	$0.00	$0.00	$0.00	$0.00
701	Trust & Agency Fund	$0.00	$0.00	$0.00	$0.00	$0.00
703	Tax Collection Fund	$34,126.96	$100,688.33	$16,333.42	$19,910.71	$171,059.42
704	Payroll Fund	$12,576.77	$0.00	$0.00	$0.00	$12,576.77
		$202,735.05	$100,688.33	$156,632.44	$1,359,113.13	$1,819,168.95

$1,819,168.95	Total Approved Bills
$190,588.48	Minus eligible bills for release without prior approval: including Utility,
$1,628,580.47	Retirement, Insurance, Health Benefit, and Tax Collection Funds

MEMO

To: Ashley Latsch, City Manager

From: Tahlor Carlen, HR Manager

Date: 10/26/2026

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, 2027.

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, 2027 through December 31, 2027.

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

Ayes:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED.

_____

Deputy 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 2, 2026, 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 2, 2026.

_____

Deputy City Clerk City of Grand Haven

Grand Haven Memorial Airport

MEMO TO: **Dana Kollewehr, Assistant City Manager**

FROM: **Tom Manderscheid**

DATE: **October 27, 2026**

SUBJECT: **Agenda Item: Prein & Newhof Professional Engineering Service Agreement- New T Hangars building and taxiways to access the hangars.**

BACKGROUND

Prein & Newhof Professional Engineering Service Agreement is to provide Design the new T-Hangars [up to six nested] and taxiways at the Grand Haven Memorial Airport. The new nested hangars will replace the hangars in Row C.

This project will include preparation of bid documents, pre-design administration, field survey of the site, geotechnical investigation which includes six soil borings, preliminary engineering report, plan, specs, and estimates and finally the bid documents and then the bidding phase.

MDOT approves the total $63,000.00 project with the MDOT Grant Contract 2026-0052 with Federal funding of $56,700.00 or 90%; State funding of $3,100.00 or 5% and Local funding of $3,100 or 5%.

RECOMMENDATION

It is requested the City Council adopt a resolution approving the terms of Prein & Newhof Professional Engineering Service Agreement for Design and Sitework for the six nested T-Hangars at the Grand Haven Memorial Airport in the amount of $63,000.00, authorizing the Mayor and the City Clerk to execute the necessary documents.

Attachments

Contract Ver: October 2008 **P&N 225XXXX**
2022 Fed Contract Provisions

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICE

This Contract is made and entered into this date of 9/22/2026 by and between the Airport Owner, hereinafter referred to as SPONSOR,

City of Grand Haven

519 W. Washington Avenue

Grand Haven, Michigan 49417

and the Engineer, hereinafter referred to as the CONSULTANT,

Prein & Newhof

3355 Evergreen Drive NE

Grand Rapids, MI 49525

for the following PROJECT:

Location: Grand Haven Memorial Airpark

Description: New T-Hangar and Sitework

(See Attachment D - Sketch for Location of Work Areas.)

WHEREAS, the SPONSOR desires to engage the CONSULTANT to perform professional engineering services for the described project;

WHEREAS, the SPONSOR has caused a review to be made of the qualifications of the CONSULTANT and is satisfied the CONSULTANT is competent and qualified;

WHEREAS, the CONSULTANT is willing and able to accomplish the services provided and set forth hereinafter in this Contract;

WHEREAS, the SPONSOR will compensate the CONSULTANT, in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the parties agree to the following:

ARTICLE 1 – DESCRIPTION OF WORK TO BE DONE

The services to be furnished by the CONSULTANT to the SPONSOR, as set forth in Attachment E, Scope of Work/Services, together with obligations of the SPONSOR or the SPONSOR's Agent (Michigan Department of Transportation (MDOT), Aeronautics and Freight Services Bureau, Airports Division), hereinafter referred to as AERO, will contain certain information and data which will consist of the following described elements. Additional explanations are included in Attachment E.

DESIGN PHASE (1)

Element 1.11 - Pre-Design Conference

A pre-design conference called by the SPONSOR will be held between the SPONSOR, the CONSULTANT, and any other participating or regulatory governmental agency. This pre-design conference will be held for the express purpose of having the CONSULTANT ascertain from responsible representatives of each group, the SPONSOR and all participating governmental agencies, their individual project requirements affecting the scope of work, budget, design standards, presentation of final plans, and documents. The requirements set forth in this pre-design conference will be confirmed in writing by the CONSULTANT to the SPONSOR, with copies to each participating unit of government.

Element 1.12 - Engineering Survey

The CONSULTANT will determine the areas to be covered and make the necessary engineering field surveys to determine existing and topographical conditions, earth work, drainage, pavement conditions, structural elevations, and field testing as may be required to complete plans and specifications.

Element 1.13 - Detailed Construction Plans and Specifications

Plans and specifications will be certified by the CONSULTANT for compliance with current Federal Aviation Administration (FAA) and AERO requirements in effect at the time the plans and specifications are prepared. The CONSULTANT will prepare and furnish to the SPONSOR and AERO, in paper format, one copy of the final detailed construction plans and specifications for the work described above, presented on drawings (22" x 34") and other necessary documentation (8-1/2" x 11"). This will include but is not limited to; grading, drainage, paving, lighting, turf establishment, structures, construction safety phasing, etc. The documents will set forth, in detail, requirements for prospective bidders to submit proposals and the successful bidder to construct the project. Plans and specifications will comply with the requirements established in the pre-design conference, if applicable, together with the common practice of design and ethical practices of professional engineers. The CONSULTANT will also furnish one set of review plans if requested.

All projects bid through the MDOT letting will also include two electronic files in portable document format (pdf) along with a signed and sealed paper title sheet. The electronic files will be set up to print clearly in scalable 11" x 17" and 22" x 34" plan sheets.

Element 1.14 - Estimate of Probable Construction Cost

The CONSULTANT will prepare and submit to both the SPONSOR and AERO one copy of a detailed estimate of construction costs based upon the detailed plans and specifications prepared under Element 1.13. This statement of probable construction cost prepared by the CONSULTANT represents the CONSULTANT's best judgment as a design professional at the time the estimate is finalized. This estimate will include the estimated amount for CONSULTANT services during construction. It is recognized, however, that neither the CONSULTANT nor the SPONSOR has any control over the cost of labor, materials, or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the CONSULTANT cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by the CONSULTANT.

Element 1.15 - Engineering Report

The CONSULTANT will prepare and furnish to both the SPONSOR and AERO one copy of an engineering report which relates to the SPONSOR and participating governmental agencies the fundamental considerations and concepts used in design of the project. This report will include the basic design factors for drainage, pavement design, and scheduling of the various phases of the project during construction as may be required to maintain both ground and air traffic. Deviation in design and construction standards will be included in the engineering report.

Element 1.16 - Users Conference (if required)

The CONSULTANT will prepare for the SPONSOR an estimated time schedule to be followed during the construction period. This estimated time schedule of construction will be presented by the SPONSOR and the CONSULTANT in a meeting with airport users. The CONSULTANT will furnish one copy of the estimated time schedule to the SPONSOR for printing and disbursement to the users by the SPONSOR. However, it is recognized that neither the CONSULTANT nor the SPONSOR has absolute control over the estimated time schedule presented to any person, group, or organization.

Element 1.17 - Obligations of SPONSOR or AERO to CONSULTANT

When requested by the CONSULTANT, one copy of all existing data applicable to this project and in the possession of the SPONSOR or AERO or any other agency of government will be furnished at no cost to the CONSULTANT. Existing data will include but not be restricted to the following:

1) As-constructed plans.
2) Pavement design data/pavement condition index.
3) Soil borings, analysis, and classification.
4) Drainage design data.
5) Topographic notes and maps.
6) Approach data and zoning maps.
7) Property maps, including fee ownership and easements, and land descriptions.
8) All local, state, federal ordinances, regulations, or laws affecting the project.
9) Aerial photography, prints, topographic maps, etc.

The SPONSOR or AERO will furnish for projects bid by MDOT, at no cost to the CONSULTANT, standard contract documents for bidders, including but not restricted to the following:

1) Notice to contractors (including advertising charges).
2) Instructions to bidders.
3) All federal, state, or local wage rates as applicable to this project.
4) General provisions of the contract.
5) Supplemental provisions of the contract.
6) Special provisions of the contract (except as may be supplemented by the CONSULTANT).
7) Standard construction specifications (except as may be supplemented by the CONSULTANT).
8) Standard supplemental specifications (except as may be supplemented by the CONSULTANT).
9) Standard testing requirements (except as provided by the CONSULTANT).
10) Proposal.
11) Construction contract.
12) Form of performance and lien bond.
13) Reproducible copies of all standard plans to be incorporated in the contract plans and documents.

The SPONSOR or AERO, at no cost to the CONSULTANT, will furnish the location for the receipt of bids, the tabulation and recording of bids, the disbursement of information before and after the bid process, and the award of construction contracts.

All such services, data, information, and documents furnished by the SPONSOR or AERO will be furnished at the SPONSOR's expense.

Element 1.18 - Conferences and Meetings

The following conferences and meetings will be attended by the CONSULTANT and the SPONSOR at the location indicated for the purpose of coordination, information, and understanding.

1) Pre-Design Conference as provided under Element 1.11 to be called by the SPONSOR and to be held at the project site.
2) Progress meetings to be determined by the SPONSOR will be held at the office of the SPONSOR and attended by the CONSULTANT to apprise the SPONSOR of progress, to resolve any problems, to answer questions, and for general coordination.
3) Upon completion by the CONSULTANT of final plans, specifications, cost estimates, and engineering report, the CONSULTANT will submit copies to the participating governmental agencies for approvals as required. After reasonable time for review by the SPONSOR and participating governmental agencies, a meeting called by the SPONSOR may be held to review final plans with the SPONSOR and participating governmental agencies at the project site.
4) Upon determination of the estimated construction time schedule, a users conference as provided under Element 1.16 is to be called by the SPONSOR, to be held at a location designated by the SPONSOR.
5) Upon advertising the project for bids, the CONSULTANT and the SPONSOR or AERO will hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders. Any

addendum information necessary will be submitted in a timely manner to the bidding agency by the CONSULTANT. In addition, any bids over the engineers' construction estimate by ten (10) percent or more will be sufficiently justified before proceeding with award or recommended rejected by the CONSULTANT.

CONSTRUCTION PHASE (2)

Element 1.20 - Sufficient Personnel

The CONSULTANT will provide sufficient personnel and services necessary to comply with AERO Project Engineers Manual, the latest revision at the time this Contract is awarded.

Element 1.21 - Pre-Construction Conference

A pre-construction conference called by the SPONSOR or AERO will be held between the SPONSOR, the FAA (if applicable), AERO, any other participating or regulatory governmental agencies, the Contractor(s) and the CONSULTANT. This pre-construction conference will be held for the Contractor and CONSULTANT to receive instructions from the SPONSOR and participating/regulatory governmental units, to develop construction schedules, and to coordinate construction.

Element 1.22 - General Information and Coordination

The CONSULTANT will provide information and coordination to the SPONSOR and Contractor as to the understanding of the plans and specifications. The CONSULTANT will not guarantee the performance of the Contractor but will report to the SPONSOR any work and materials which, in the opinion of the CONSULTANT, do not meet the requirements of the plans and specifications. The CONSULTANT will not be responsible for any acts of the Contractor whatsoever but will only pay the contractor for work performed that meets the requirements of the plans and specifications.

Element 1.23 - Engineering Survey and Layout as May be Applicable

The CONSULTANT will take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The CONSULTANT will stake out the work for line and grade. The stake out will consist of one set of earth grade stakes spaced not more than one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more than twenty-five (25) feet apart with offset distance to center of pipe and flowline of pipe marked on the stake; one set of blue top stakes driven to grade spaced not more than fifty (50) feet apart for finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All bench marks and alignment P.O.T.'s will be available to the Contractor for his reference and checking of the CONSULTANT's stakes. The CONSULTANT will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

The CONSULTANT will review and approve material testing reports submitted by the Contractor to determine if test reports meet the requirements of the specifications and will submit two copies of material testing reports to the SPONSOR or AERO. The CONSULTANT will review and approve shop drawings to determine compliance with plans and specifications and will submit two copies of all shop drawings to the SPONSOR or AERO.

Element 1.25 - Field Tests and Grade Inspection as May be Applicable

The CONSULTANT will make periodic field tests and grade inspection at the project site to determine, in the opinion of the CONSULTANT, if materials and workmanship conform to the plans and specifications. Field tests will include compaction tests for soils in place; gradation tests for aggregates; extraction tests for bituminous mixtures and compaction tests for in-place bituminous pavements; and slump, entrained air, and yield tests for concrete pavement.

Element 1.26 - Cost Estimate and Change Orders/Contract Modifications

The CONSULTANT will prepare periodic cost estimates, change orders/contract modifications, and stop and start orders as may be applicable during the construction period and present three copies of the same to the SPONSOR or AERO for approval and processing. All projects bid through MDOT lettings will have all estimates and contract modifications processed using the FieldManager computer program.

Element 1.27 - Weekly Reports

The CONSULTANT will prepare FAA Form 5370-1, Construction Progress and Inspection Report or FieldManager inspector daily reports, and submit copies to the SPONSOR or AERO weekly during the construction period.

Element 1.28 - Final Inspection

The CONSULTANT will be present at final inspection, together with the SPONSOR, AERO, participating governmental units, and the Contractor.

Element 1.29 - Final Quantities - As-Constructed Plans

The CONSULTANT will compute final pay quantities, prepare as-constructed plans, and update all plan sheets of the current Airport Layout Plan (ALP) that shows work constructed under the project. The As-Constructed Plans will be submitted to the SPONSOR and AERO for approval in an electronic pdf file. The updated ALP will be submitted in paper (22”x 34”) and in an electronic pdf file to the SPONSOR and AERO.

Element 1.30 - Equipment

The CONSULTANT will furnish all necessary surveying and field testing equipment to accomplish the above named work.

SUBCONSULTANT SERVICES (3)

Element 1.31 - Subconsultant Service

Any services to be provided by subconsultants will be provided for in a subconsultant agreement, which will meet the written approval of the SPONSOR. Costs of subconsultant services will be included in Element 3.1 – Fee. The CONSULTANT will not apply a fixed fee on any of the costs for subconsultant services.

ARTICLE 2 – TIME OF BEGINNING AND COMPLETION

DESIGN PHASE (1)

Element 2.11 - Time of Beginning
Upon acceptance of this Contract by both the SPONSOR and the CONSULTANT, the CONSULTANT will have seven (7) days from the date of notification to proceed in which to organize and actually commence work.

Element 2.12 - Time for Completion
The estimated time for the CONSULTANT to complete the work named in Element 1.11 through Element 1.18 of this Contract, and to submit final plans to the SPONSOR for the SPONSOR's approval is one hundred twenty (120) calendar days from the date the CONSULTANT actually starts work. The CONSULTANT will report his progress to the SPONSOR at the monthly progress meetings, as required under Element 1.18, to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary because of information supplied to the CONSULTANT by the SPONSOR or AERO, as provided under Element 1.17, or any other reasons beyond the control of either the SPONSOR or the CONSULTANT. Changes in time for completion will be in accordance with Element 4.4.

CONSTRUCTION PHASE (2)

Element 2.21 - Time of Beginning
Provided the Notice to Proceed is issued sufficiently in advance of the start of construction, the CONSULTANT will begin work seven (7) days prior to the effective date of the Notice to Proceed to the Contractor. If not, the CONSULTANT will coordinate the beginning of work with the work of the construction contractor.

Element 2.22 - Time for Completion
The CONSULTANT will finish all work under this Contract within thirty (30) days after final acceptance of the construction work by the SPONSOR.

ARTICLE 3 – PAYMENT

Element 3.1 - Fee
The SPONSOR agrees to pay the CONSULTANT as full compensation for services rendered as set forth in this Contract as follows:

Phase 1 Design
Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18 and 1.31 a firm fixed fee of sixty three thousand dollars $63,000. A breakdown of the cost is included as Attachment C.

The SPONSOR will compensate the CONSULTANT for requested printed materials in excess of those identified, in accordance with the following:

Black Print Plan sheets (22" x 34")	$0.50/sheet
Black Print on White Paper (11" x 17")	$0.20/sheet
Black Print on White Paper (8.5" x 11")	$0.10/sheet

Phase (2) Construction
Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31 a firm fixed fee of (to be negotiated as an Amendment to this Contract, upon completion of design and advertising for bids).

The fee described above will be considered payment in full by the SPONSOR to the CONSULTANT for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions. Phase (2) Construction may not be needed if it is determined by the SPONSOR to terminate this Contract at the completion of Phase (1) Design.

Element 3.2 - Progress Payments

Phase (1) Design/Phase (2) Construction
Progress payments for completed work will be based on the following schedule of payments:

All charges for service will be due and payable upon receipt of invoice by SPONSOR. In the event Phase (1) Design is completed but bids are not received, final payment will be due and payable sixty (60) days after completion of Phase (1) Design.

The CONSULTANT will submit periodic invoices for services rendered. Each invoice will be based upon the proportion of the total service actually completed at the time of billing. The final invoice will be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all Contract requirements have been completed. The SPONSOR will make prompt payments in response to the CONSULTANT's periodic statements.

The CONSULTANT agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from the State of Michigan or SPONSOR. The CONSULTANT agrees further to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the SPONSOR or AERO. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subconsultant against the SPONSOR or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to AERO semi-annually in the format set forth in AttachmentG, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the SPONSOR or AERO.

At the end of the State of Michigan fiscal year, the CONSULTANT will submit estimated payment amounts for both the CONSULTANT and contractors working on projects the

CONSULTANT is supervising. These amounts will be submitted to the State of Michigan to establish a payable account.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

Element 4.1 - Miscellaneous Provisions

The CONSULTANT will follow, insofar as applicable and reasonable and as approved by the SPONSOR, current design standards set forth by the SPONSOR, AERO and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the CONSULTANT has completed that portion of the work to which a particular standard may apply, and in the event the CONSULTANT is required by the SPONSOR to make revisions to completed work to meet revised standards and certification requirements, the CONSULTANT will be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

Design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the SPONSOR, AERO, or other participating governmental agency and required to be incorporated in the final plans and documents will not be the responsibility of the CONSULTANT. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the SPONSOR in the performance of this contract will be the responsibility of the SPONSOR, and not the responsibility of the CONSULTANT, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR, provided that nothing herein will be construed as a waiver of any governmental immunity that has been provided to the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR by statute or court decision.

Element 4.2 - Ownership of Documents

Completed original documents, such as final contract plans, maps and specifications prepared or obtained by the CONSULTANT as provided under the terms of this Contract will be submitted in final form. The final form of the originals will be delivered to and become the property of the SPONSOR. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of the CONSULTANT as instruments of service but will be made available, upon request, to the SPONSOR without restriction or limitation on their use.

In the event any of the above documents are revised by the SPONSOR, the nameplates of the CONSULTANT will be removed and the SPONSOR will assume full responsibility for the reuse of these documents.

The original signed and sealed title sheet for projects bid through MDOT will be retained in AERO files. The CONSULTANT will be provided a scanned .tif electronic file for use in completing the as-constructed plan sheets.

Element 4.3 - Changes in Work

By mutual acceptance of both the SPONSOR and the CONSULTANT, changes in work from that work described in this Contract, including changes in original design standards and changes

in previously completed final plans may be accomplished by amendment to this Contract. Each amendment will describe the revision or addition of work in detail. The associated cost of the revised or additional work will be defined in a fixed dollar amount, and an adjustment to the payment schedule (if applicable) contained in this Contract will be provided. Any change to the contract time will also be defined in each amendment. Each amendment must be signed and dated by both the SPONSOR and the CONSULTANT.

Element 4.4 - Delays and Extensions

Changes in the estimated time schedule as may be required by the SPONSOR or the CONSULTANT will be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 - Changes in Work.

Element 4.5 - Insurance and Liability

The CONSULTANT will maintain worker's compensation and public liability insurance as required by law and will, upon request, show proof of compliance with this requirement.

Element 4.6 - General Compliance with Laws

Unless otherwise specified, this Contract will be governed by the laws of the principal address of the SPONSOR. The CONSULTANT agrees to comply with all federal, state and local laws applicable to the work.

Element 4.7 - Subletting, Assignment and Transfer

The SPONSOR and the CONSULTANT each binds themselves, their partners, successors, assignees and legal representatives to the other party to this Contract and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Contract. Neither the SPONSOR nor the CONSULTANT will assign, sublet, or transfer their interest in this Contract without the written consent of the other.

Element 4.8 - CONSULTANT's Endorsement

The CONSULTANT will seal and sign all final plans and specifications furnished to the SPONSOR.

Element 4.9 - Disputes

All disputes concerning a question of fact in connection with work not disposed of by agreement between the SPONSOR and the CONSULTANT will be settled through standard court actions.

Element 4.10 - Responsibility for Claims and Liability

The CONSULTANT will save harmless the SPONSOR, AERO, FAA, or other governmental agencies from all claims and liability due to negligence of the CONSULTANT or its subcontractors, except as provided in Element 4.1.

Element 4.11 - Assignment of Antitrust Rights

With regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract, the CONSULTANT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT.

The CONSULTANT will require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15 and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

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

Element 4.12 - Prohibition of Discrimination in State Contracts

The CONSULTANT hereby agrees to comply with the requirements of Appendix A, attached hereto and made a part hereof.

Element 4.13 – Additional Provisions

Additional provisions of this Contract are included as Attachment B.

Element 4.14 – Non-Construction Requirements

The CONSULTANT hereby agrees to comply with the requirements of the Non-construction requirements of Attachment F, attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have fixed their hand this day and date first written above.

ACCEPTED BY THE SPONSOR

City Of Grand Haven
SPONSOR

519 W. Washington Avenue
Street Address

Grand Haven, Michigan 49417
City, State & Zip Code

Witness

Authorized Representative

.....

ACCEPTED BY THE CONSULTANT

Prein & Newhof
CONSULTANT

3355 Evergreen Drive, NE
Street Address

Grand Rapids, MI 49525
City, State & Zip Code

Witness

Authorized Representative

INCLUDE THIS PAGE IN ALL CONTRACTS!!

Consultants are advised to use the following attachment schedule. Any additional clauses or requirements should be included in Attachment B. The preceding is the base contract; no changes may be made to the wordage or numbering without the written approval of the Airports Division, Bureau of Aeronautics and Freight Services.

SCHEDULE OF ATTACHMENTS

Attachment A	Prohibition of Discrimination in State Contracts
Attachment B	Additional Provisions
Attachment C	Cost Breakdown
Attachment D	Sketches
Attachment E	Scope of Work/Services
Attachment F	Non-construction (professional services) contract requirements (updated 11/18/22)
Attachment G	Prime CONSULTANT Statement of DBE Subconsultant Payments

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act. No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as in herein before set forth in section 1 of this Appendix.

3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.

5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.

6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

**The Civil Rights Commission referred to as the Michigan Civil Rights Commission*

ATTACHMENT B

Additional Provisions

ATTACHMENT C

Cost Breakdown

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

ATTACHMENT "C"
ESTIMATED MAN HOUR ASSIGNMENTS AND COSTS

P&N No: 2250XXX

Grand Haven Memorial Airpark (3GM)
GRAND HAVEN, MICHIGAN
MDOT Concept No. 122326

T-Hangar and Sitework - Design Services

	PRINCIPAL	SR. PROJECT MANAGER I	PROJECT MANAGER	ENGINEER	STRUCTURAL ENGINEER	SURVEYOR	SENIOR TECHNICIAN	OFFICE TECHNICIAN	TOTAL	EXPENSES	AMOUNT PERSONNEL	TOTAL AMOUNT BY TASK
TASK 1 Pre-design/Admin		20		20					40	$ 44.20	$ 1,890.00	$ 6,138.74
TASK 2 Engineering Survey		4		8		28			40	$ 194.60	$ 1,696.00	$ 5,663.56
TASK 3 Geotechnical Investigation	4	4		4			20		32	$ 2,397.30	$ 1,310.00	$ 6,621.56
TASK 4 Preliminary Engineering Report – Draft		12	4	26					42	$ 10.00	$ 1,819.00	$ 5,875.59
TASK 5 Preliminary Engineering Report - Final		8		16					24	$ 34.20	$ 1,040.00	$ 3,387.81
TASK 6 60% PSE		28	8	64	16				116	$ 20.00	$ 5,388.00	$ 17,394.27
TASK 7 90% PSE		20	8	48					76	$ 20.00	$ 3,260.00	$ 10,532.27
TASK 8 Bid Docs & Bidding Phase		22		18				10	50	$ 124.34	$ 2,252.00	$ 7,386.19
TASK 9										$ -	$ -	$ -
TASK 10										$ -	$ -	$ -
TOTALS -	4	118	20	204	16	28	20	10	420	$ 2,844.64	$ 18,655.00	$ 63,000.00

HOURLY RATES	$ 73.00	$ 59.00	$ 47.00	$ 35.50	$ 68.00	$ 42.00	$ 32.00	$ 31.50	
AMOUNT PERSONNEL	$ 292.00	$ 6,962.00	$ 940.00	$ 7,242.00	$ 1,088.00	$ 1,176.00	$ 640.00	$ 315.00	$ 18,655.00
OVERHEAD 189.84%	$ 554.33	$ 13,216.66	$ 1,784.50	$ 13,748.21	$ 2,065.46	$ 2,232.52	$ 1,214.98	$ 598.00	$ 35,414.65
PROFIT 11%	$ 93.10	$ 2,219.65	$ 299.69	$ 2,308.92	$ 346.88	$ 374.94	$ 204.05	$ 100.43	$ 5,947.66
FACILITIES CAPITAL COST OF MONEY 0.74%	$ 2.16	$ 51.52	$ 6.96	$ 53.59	$ 8.05	$ 8.70	$ 4.74	$ 2.33	$ 138.05
TOTAL PERSONNEL CHARGES 321.7%	$ 941.59	$ 22,449.83	$ 3,031.15	$ 23,352.73	$ 3,508.39	$ 3,792.16	$ 2,063.76	$ 1,015.76	$ 60,155.36

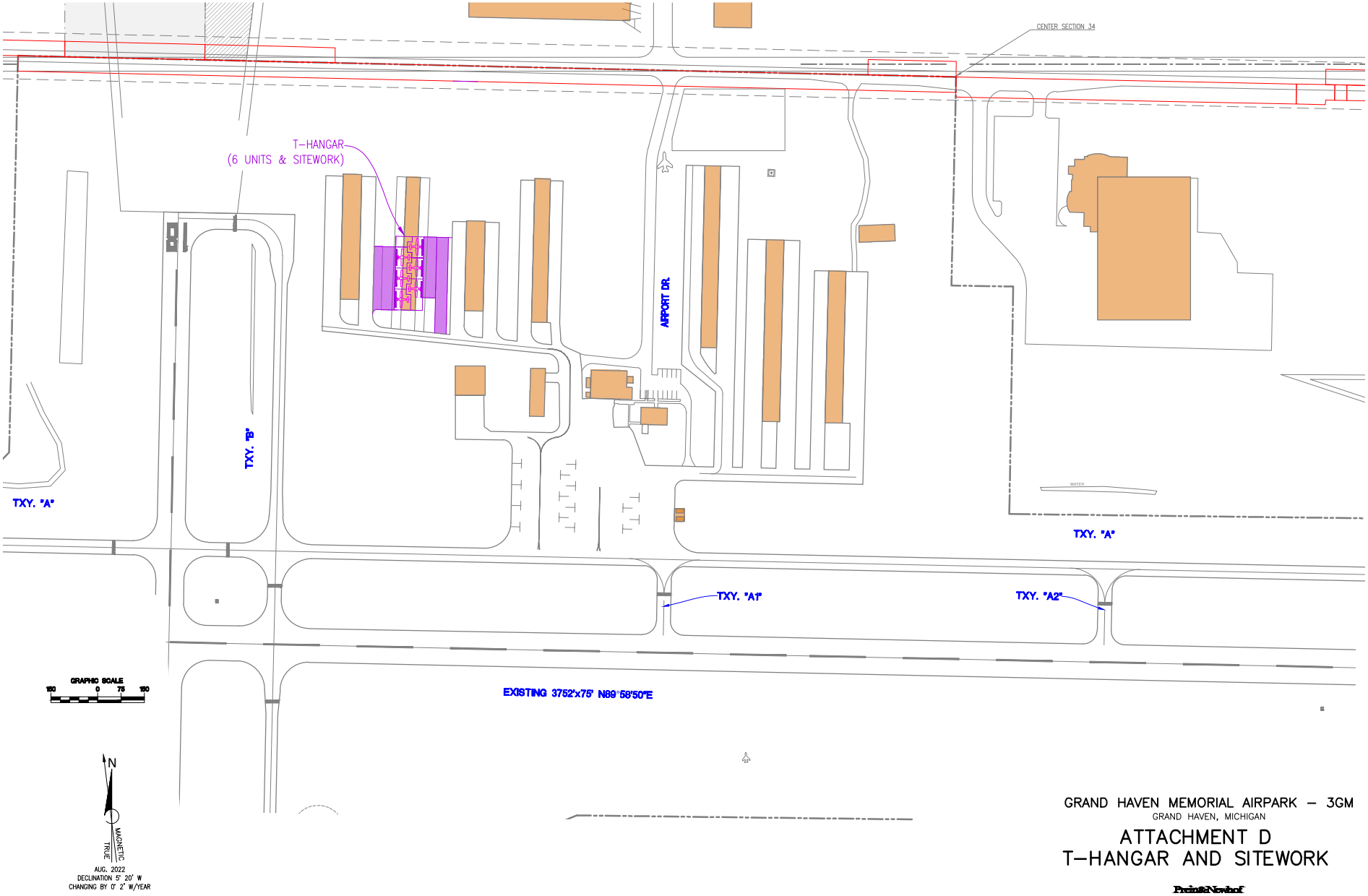
TOTAL CONTRACT = $ 63,000.00

OUT OF POCKET EXPENSES

	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6	ITEM 7	ITEM 8	ITEM 9	ITEM 10		Total Expenses
COMMERCIAL CARRIER	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
VEHICLE MILES	44	172	86		44			44				
MILES X $0.7	$ 24.20	$ 94.60	$ 47.30	$ -	$ 24.20	$ -	$ -	$ 24.20	$ -	$ -		$ 214.50
NUMBER OF PEOPLE DAYS												
PEOPLE DAYS X $150.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
MATERIALS & SUPPLIES	$ 20.00	$ 100.00	$ 150.00	$ 10.00	$ 10.00	$ 20.00	$ 20.00	$ 100.14				$ 430.14
												$ -
												$ -
Sub #1 Boring Rig			$ 2,200.00									$ 2,200.00
												$ -
TOTAL	**$ 44.20**	**$ 194.60**	**$ 2,397.30**	**$ 10.00**	**$ 34.20**	**$ 20.00**	**$ 20.00**	**$ 124.34**	**$ -**	**$ -**	TOTAL EXPENSES	$ 2,844.64

ATTACHMENT D

Sketch Showing Location of Work to be Performed as Part of this Contract



GRAND HAVEN MEMORIAL AIRPARK – 3GM

GRAND HAVEN, MICHIGAN

ATTACHMENT D
T–HANGAR AND SITEWORK

Prein&Newhof

ATTACHMENT E
Scope of Work/Services

Element E.1
The project includes preparation of bid documents for a new T-Hangar building and taxilanes to access the building. Refer to Attachment D for a sketch of the proposed improvements.

Element E.2
The scope of the project is further limited to the following:

- Structural design of taxistreet and connecting pavements in accordance with FAA Advisory Circular 150/5320-6E. A minimum of six soil borings within the building area will be performed.
- Geometric design of taxistreet and connecting pavements in accordance with FAA Advisory Circular 150/5300-13A.
- Grading and drainage improvements for pavements and safety areas in accordance with FAA Advisory Circulars 150/5300-13A and 150/5320-5D.
- Topographic survey of new t-hangar area (refer to Attachment D)
- Preparation of T-Hangar bid documents using a design-build format
    - T-Hangar layout to include 6 separate units.
    - Electric bi-fold doors, lights and power receptacles in each unit.
    - Personal access door set inside of electric bi-fold door.
    - Single meter electrical service with ability to meter units separately.
    - Metal exterior siding and interior sheeting.
- Projects will be bid with local letting. One pre-bid meeting is anticipated.
- The initial scope of work is limited to Article 1, Elements 1.1 through 1.18 of the Design Phase (1) section of the standard contract.

TASK 1 Pre-design/Admin
Work will consist of as-built/site review, an onsite concept planning meeting, and project administration.

TASK 2 Engineering Survey
Work will consist of field survey of the site and survey data processing.

TASK 3 Geotechnical Investigation
Work will consist of 2 soil borings to a depth of 10’ and 4 soil borings to a depth of 5’.

TASK 4 Preliminary Engineering Report – Draft
Work will consist of electrical design, pavement design, standards review, drafting mods to standards, phasing, and a cost estimate.

TASK 5 Preliminary Engineering Report – Final
Work will consist of an onsite review meeting, address comments from the meeting, and publishing Preliminary Engineering Report.

TASK 6 60% Plans, Specs, and Estimate
Work will consist of pay item notes, CSPP, site plans, building layout, building structure, electrical plan, marking plan, details, estimate, QA/QC, publishing, and a

phone meeting.

TASK 7 90% Plans, Specs, and Estimate
Work will consist incorporating comments from the 60% Plans, Specs, and Estimate along with specs/ front end and a final estimate.

TASK 8 Bid Docs & Bidding Phase
Work will consist of addressing MDOT and owner comments, pre-bid meeting, addendums, bid opening (onsite), bid review, bid tabulation, recommendation to award, contract documents, and contractor coordination.

Attachment F

PROFESSIONAL SERVICES CONTRACTS

FAA
Airports

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

(Issued on November 18, 2022)

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for female participation in each trade: 6.9%

Goals for minority participation for each trade:

(Vol. 45 Federal Register pg. 65984 10/3/80)

Geographical Area (By Counties)	Goals (Percent)
Lapeer, Livingston, Macomb, Oakland, St. Clair, Wayne	17.7
Sanilac	16.7

Saginaw	14.3
Genesee, Shiawassee	12.6
Muskegon, Oceana	9.7
Monroe	8.8
Washtenaw	8.5
Lenawee	7.3
Barry, Calhoun	7.2
Berrien, Cass, St. Joseph	6.2
Kalamazoo, VanBuren	5.9
Clinton, Eaton, Ingham, Ionia	5.5
Branch, Hillsdale	5.5
Alcona, Alpena, Arenac, Cheboygan, Chippewa, Clare, Crawford, Gladwin, Gratiot, Huron, Iosco, Isabella, Luce, Mackinac, Midland, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Tuscola	5.2
Kent, Ottawa	5.2
Jackson	5.1
Allegan, Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Newaygo, Osceola, Wexford	4.9
Bay	2.2
Gogebic, Ontonagon	1.2
Alger, Baraga, Delta, Dickinson, Houghton, Iron, Keweenaw, Marquette, Menominee, Schoolcraft	1.0

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees

from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the Owner/Sponsor as identified on page one of this contract**.**

BREACH OF CONTRACT TERMS

For all contracts in excess of $250,000:
Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CLAUSE FOR GENERAL CONTRACT AGREEMENTS

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

CLAUSE FOR LEASE AGREEMENTS OR TRANSFER AGREEMENTS

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

CIVIL RIGHTS – TITLE VI SOLICITATION NOTICE:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

For contracts exceeding $100,000 and employs laborers, mechanics, watchmen, and guards. This includes survey crews and exploratory drilling operations.

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the

same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

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

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the prime contractor receives from Michigan Department of Transportation or the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Michigan Department of Transportation or the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

For contracts exceeding $10,000.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from

Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with

all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a

member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

For contracts exceeding $100,000.

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The

Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

a) The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

b) The applicant represents that it is (✓) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide

immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

APPENDIX G

Michigan Department
Of Transportation
0165 (09/15)

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

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

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE

IS THIS PRIME FIRM MDOT-DBE CERTIFIED? ☐ YES ☐ NO

IS THIS THE FINAL INVOICE? ☐ YES ☐ NO

CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
		$	$				
		$	$				
		$	$				
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		$	$				

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

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

PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE

COMMENTS

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORZIED REPRESENTATIVE:

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

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

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

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

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

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

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

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

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

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

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

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

PREI&NE-01 JFURMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Specialty Program Ins. Agency LLC dba Linkfield & Cross Ins. Agency 1600 E. Beltline Ave NE Suite 211 Grand Rapids, MI 49525	PHONE (A/C, No, Ext): (616) 447-2777	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
PREIN & NEWHOF, INC. 3355 EVERGREEN NE GRAND RAPIDS, MI 49525	INSURER A : Michigan Insurance Company	10857
	INSURER B : West Bend Insurance Company	15350
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPJ9163216	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			1000111313	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CXJ9163216	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		A220942	12/31/2025	12/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Property			CPJ9163216	12/31/2025	12/31/2026	LIMIT	800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF GRAND HAVEN
519 WASHINGTON AVE.
GRAND HAVEN, MI 49417

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Attachment D

Background Investigation and Reference Verification Report

Position: City Clerk (Department Head), City of Grand Haven

Candidate: Eric Roberts

Prepared by: Tahlor Heft, Human Resources Manager

Investigative assistance: Det. Eric Rasch, Public Safety

Prepared for: City Council

Date: October 27, 2026

1. Purpose and Summary of Recommendation

This report documents the post-offer, pre-employment background investigation and reference verification conducted for Eric Roberts, who was conditionally appointed by City Council as City Clerk on Monday, October 19, 2026. It summarizes the findings and presents HR's decision, subject to reversal by Council.

Recommendation: The investigation reveals the candidate does not meet the City's standards for the position of City Clerk. HR has decided to not pursue the negotiation of an employment agreement with the candidate, subject to reversal of this decision by Council.

2. Background

The Position

The City Clerk is a department head position with access to sensitive information. The Clerk oversees the City's elections and works with elected officials to maintain proper process and procedure. The role requires a high level of integrity, strong communication skills, and the ability to instill voter confidence in elections. While the position can be a partisan role, the person holding it must be able to give members of the public the utmost confidence in the election process within the City of Grand Haven.

The Appointment and City Policy

On October 19, Council voted to appoint Eric Roberts as the next City Clerk. Mayor Bob Monetza then stated that the process was in HR's hands. Under City Policy, all offers of employment are contingent upon successful completion of established post-offer, pre-

employment examinations, as well as final negotiations for the details of the employment, including the wages to be paid.

3. Investigation Process

Due to the sensitive nature and department head status of the position, I asked Det. Eric Rasch to assist with the reference verification and background investigation. Det. Rasch accepted this assignment on Wednesday, October 21. Information in this report was gathered either by me directly or by Det. Rasch; information obtained by Det. Rasch is identified as such.

Timeline

Date	Event
Mon., Oct. 19	Council votes to appoint Eric Roberts as City Clerk.
Tue., Oct. 20	HR calls Eric Roberts with the conditional offer (witnessed by HR Assistant Kimberly Dufon). He verbally accepts. Background authorization form and conditional offer letter are sent; he signs the authorization the same day.
Tue., Oct. 20	A few hours later, Ottawa County Elections Supervisor Katie Bard calls HR about Eric Roberts' contact with her office.
Wed., Oct. 21	Det. Rasch accepts the request to assist. HR meets with Ottawa County Clerk Justin Roebuck and Ms. Bard.
Oct. 21–27	Reference checks, Det. Rasch's interviews, and social media review are completed.

4. Findings

4.1 Conditional Offer Phone Call (October 20)

I called Eric Roberts to tell him of Council's decision. I explained that a start date and confirmed employment were pending his acceptance of the conditional offer and contingent on successful completion of a background check and reference verification. HR Assistant Kimberly Dufon witnessed the call. Eric Roberts verbally accepted the conditional offer.

Eric Roberts then raised several detailed and intensive questions and requests, which is uncommon for a candidate at this stage. Items of concern included:

- He asked to start before the upcoming federal elections. This would leave his current employer without a Deputy Clerk to assist with those elections. Eric Roberts claimed that his employer was supportive of this, however it led me to question why someone would be okay with losing staff so close to the elections.
- If he could not start that soon pending the background completion, he asked to meet the City poll workers and visit the City poll sites before starting.
- He offered to help the City with early voting and the early process (AVCB) before his start date.
- He asked that access to the Qualified Voter File (QVF) be requested for him right away so he would have it as early as possible.

At the time, I was not familiar with what the QVF was and did not have enough information during the call to respond substantively, so I told him I would investigate the requested matters. The intensity of the questions, and the pressure to obtain system access before becoming an employee, concerned me.

After the call, I sent Eric Roberts the background authorization form and the conditional offer letter. He signed the authorization on October 20, 2026. He has not signed and returned the conditional offer letter.

4.2 Contact with the Ottawa County Elections Office

A couple of hours after my call with Eric Roberts, Ottawa County Elections Supervisor Katie Bard called me. She reported that Eric Roberts had phoned her, asked for information on internal processes and procedures, and asked for system access. Ms. Bard wanted to confirm his stage in the hiring process and whether he was an official employee eligible to receive this information.

I told Ms. Bard that Eric Roberts was not an employee. Although Council had appointed him, he remained in the background check process and had not started with the City.

4.3 Reference Checks

HR Assistant Kimberly Dufon sent reference check forms to the three references Eric Roberts provided on his application.

Kelly Tomlinson (listed as law professor). Ms. Tomlinson responded as a former teacher, not as an employer. Her response was positive overall. However, in answering what

limitations or areas for improvement or development he has, she said he approaches things with urgency and passion, which can make it difficult for him to accept that a process or issue is acceptable for now. This is relevant to the concerns about his early questions and his contact with the County Clerk's office.

Hon. Kerene Moore (listed as former supervisor). Judge Moore supervised Eric Roberts for approximately two months while Eric Roberts worked as an intern. Her reference was positive overall. In response to the same question on limitations, she said he should continue pursuing public policy roles with public interaction and increasing responsibility, and that as he holds different roles, he will become more versed in communicating with people from all walks of life and in varying professional settings. In my assessment, this suggests room for growth in communicating with a wide range of people and a limited scope of prior work.

Janae Ortego (listed as current supervisor, City of Belding). As of October 27, 2026, Ms. Ortego has not returned the written reference form. Det. Rasch spoke with her by phone. According to Det. Rasch:

- Eric Roberts has worked for the City of Belding only since June, part-time, primarily supporting elections.
- Overall, she described him as a good employee.
- Eric Roberts told her he had applied to the City of Grand Haven and said he needed to hurry up and get over here. She told him he needed to chill out a little.

4.4 Ottawa County Clerk Justin Roebuck

In his interview, Eric Roberts referred to a project he worked on with the Ottawa County Clerk Justin Roebuck. I asked Mr. Roebuck to speak with me about his experience, and on October 21 Mr. Roebuck, Ms. Bard, and I met in person.

Mr. Roebuck said he met Eric Roberts through his involvement at GVSU, where they collaborated on some projects for the County Clerk's Office. He described Eric Roberts as very enthusiastic about civic engagement and election administration.

Mr. Roebuck also raised significant concern upon learning that Eric Roberts contacted the Elections Supervisor on behalf of the City of Grand Haven before officially starting in the role (see 4.2).

Mr. Roebuck also interviewed Eric Roberts for a position on his own team and identified similar concerns during that process.

Mr. Roebuck could not recommend Eric Roberts for the position. He also sent me an email summary of his concerns, which is on file.

4.5 Prior Employer: Kalamazoo Township

Det. Rasch spoke with Mark Miller, the now-retired Kalamazoo Township Clerk, who supervised Eric Roberts for approximately nine months as Elections Coordinator. According to Det. Rasch, Mr. Miller reported that:

- Eric Roberts believes he knows better than others and does not respect his place or use the proper chain of command.
- In one incident, a meeting was missed partly due to Eric Roberts, who then addressed the situation outside the proper chain of command.
- He believes Eric Roberts will not stay long in a position that is not high-level.
- He likely would not have fired Eric Roberts despite their difficulties but would not hire him knowing what he knows now.

4.6 Detective's Assessment

Based on the reference checks and social media review, Det. Rasch concluded that he had enough information to recommend not moving forward with hiring.

5. Analysis

Taken together, the findings show a consistent pattern across several independent sources:

- **Boundaries and process.** Before employment began, Eric Roberts sought access to election systems and information and contacted another government's elections office seeking internal procedures on the City's behalf. The County Clerk found this significant.
- **Intensity and urgency.** The same trait surfaced in the offer call, in two references' limitations answers, and in Ms. Ortego's account of his comment about hurrying to leave his current job.
- **Chain of command.** A former supervisor described a history of working outside proper channels.
- **Limited experience and retention.** Eric Roberts' roles have been short (two months, nine months, and since June part-time), and a former supervisor doubts he would stay in a role below a high-level post.

The positive comments about his enthusiasm, passion for civic engagement, and overall performance are acknowledged. However, the position requires the highest level of integrity, discretion, and public trust, and these concerns bear directly on those requirements. They led me to be concerned that voters in the City of Grand Haven may not be able to have confidence that Eric Roberts could provide a transparent and fair election process.

6. Human Resources Recommendation

Eric Roberts' background investigation and reference verification did not meet the City's standards for the position of City Clerk. It is HR's decision to not pursue the finalization of an employment relationship with Eric Roberts as City clerk, subject to that decision being reversed by Council.

GRAND HAVEN PUBLIC SAFETY DEPARTMENT

INVESTIGATIVE SERVICES DIVISION

DATE: October 22, 2026

TO: Ashley Latsch, GH City Manager
Tahlor Heft, GH Human Resources Director

FROM: Detective Eric Rasch

RE: Background Investigation: Eric ROBERTS

BACKGROUND INVESTIGATION:

On October 21, 2026, I was asked to conduct a background investigation on Eric Roberts for the position of City Clerk with the City of Grand Haven.

SOCIAL MEDIA CHECK:

One of the first things I did was an internet and social media check on Roberts. One of the first things I discovered was Roberts is currently running for a position on the Kenowa Hills School Board.

EMPLOYMENT CHECKS:

Roberts lists on his application that he is currently employed with the City of Belding as the Deputy City Clerk. On 10-21-26, I made contact with Roberts' supervisor, Janae Ortego, whom is the City Clerk with the City of Belding.

Ortego advised Roberts has only worked for the city since June on a part-time basis, mainly helping during elections. During that time, Ortego described Roberts as being a good employee who once assisted with detecting some voter fraud.

Ortego further advised Roberts told her about his application to Grand Haven and told her that he really wanted to get out to Grand Haven to look at the election equipment. Ortego advised Roberts is pretty young and she had to tell him that he needed to chill a little bit.

Roberts also lists that he was formally employed as an Elections Coordinator with Kalamazoo Township. Roberts further lists his supervisor as being Mark Miller.

On 10-21-26, I called the Clerk's Office and spoke with Lisa Mackie. I informed Mackie who I was and asked to speak with Miller. Mackie informed me that she is the Clerk and has been for nearly two years since Miller retired.

I asked Mackie if she knew Roberts. Mackie paused for a moment, chuckled and told me that she was going to have to refer me to Human Resources. When I told Mackie that I didn't take that as a good sign, Mackie advised she wasn't in a position to say anything but did confirm that she was familiar with him from her time on the Kalamazoo Township Board.
Lastly, Mackie advised she would be willing to pass my contact information along to Miller.

A short time later, I did have an opportunity to speak with Miller and asked if he would be willing to speak to me about Roberts. Miller started off by telling me he was going to have to be careful.

Miller described Roberts as being an intelligent person who picks up on things quickly. Miller somewhat quickly changed his tone and advised that Roberts thinks he knows better than everyone else. Miller added that Roberts does not know his place and did not use the proper chain of command.

Miller would give the example of a meeting that was supposed to take place for setting up goals within Kalamazoo Township. Miller advised the meeting did not take place and this was partially his fault, but Roberts decided to complain about it. Miller advised although he had every right to, Roberts did not address it within the office and instead made a complaint with the Kalamazoo County Prosecutor as well as the Kalamazoo County Sheriff. Miller advised in his opinion; this could have and should have been handled in a different way.

Miller continued to say that he thinks it is pretty obvious that Roberts is not going to stay at one place long term if his position was not a high-level position.

I asked Miller if Roberts was going to be terminated. Miller advised that he was not and in spite of the difficulties with him, they probably would have kept him.

Lastly, I asked Miller with everything he knows now about Roberts, would he hire him again. Miller told me absolutely not.

SUMMARY INVESTIGATION:

Based on what I have completed so far for Roberts' background investigation, I contacted both Ashley Latsch and Tahlor Heft. I informed them of what I had learned so far, specifically with what was learned with my conversation with Miller.

I explained that if this were for a position of a police officer, my background investigation would not continue and I would recommend the applicant not be considered for employment with GHDPS. I was instructed that I could stop the background investigation for Roberts.

Respectfully submitted



Det. Eric Rasch

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

TO: Mayor, and City Council

FROM: Dana Kollewehr, Assistant City Manager
Brian Jarosz, Waterfront and Events Manager

DATE: 10/26/26

SUBJECT: Request to Increase Seasonal Marina Slips for 2027

Following the information presented at the October 19, 2026 meeting, staff requests City Council authorization to seek Michigan Department of Natural Resources (DNR) approval to convert five additional transient slips at Grand Haven Marina to seasonal use for the 2027 boating season. This would increase the seasonal allocation from 10 to 15 slips, subject to DNR approval.

The proposed adjustment would provide a more predictable revenue base while maintaining transient boating opportunities.

Recommended Action
Authorize staff to submit the request to the DNR and implement the revised slip allocation for the 2027 boating season upon DNR approval.

Grand Haven Memorial Airport

MEMO TO: **Dana Kollewehr, Assistant City Manager**

FROM: **Tom Manderscheid**

DATE: **October 20, 2026**

SUBJECT: **Agenda Item: Prein & Newhof Professional Engineering Service Agreement Amendment #1- Tree Obstruction Review and Staking.**

BACKGROUND

Prein & Newhof Professional Engineering Service Agreement is to provide the following:

- **Provide construction staking for tree work. A stake will be driven to every tree in question (approximately160 trees) and the elevation recorded for the top of each stake. This will allow a measurement to determine the height to trim each tree.**
- **Provide construction plans, bidding documents, and conduct bidding for the work on twenty-three parcels of land.**
- **Provide part-time construction observation averaging 2 hours a day for 20 days.**
- **Complete a drone survey to verify tree trimming and removal at, the completion of the project.**

Work will be done on time and material not to exceed twenty-five thousand dollars $25,000.00.

All work will be done on the east approach, east of 160th Street of the Airport.

Once the agreement is approved, we anticipate survey work to begin immediately with Bids.
Due in mid-December and construction starts in January 2027. Once the drone survey is completed, we anticipate MDOT AERO to lift our provisional license and restore Grand haven Memorial Airport general aviation licensed airport.

RECOMMENDATION

It is requested the City Council adopt a resolution approving the terms of Prein & Newhof Professional Engineering Service Agreement Amendment #1 for Tree Obstructions and Staking, Prepare construction plans and Bidding Documents; provide parttime construction observation and complete a drone survey at the completion of project at the Grand Haven Memorial Airport in the amount of $25,000.00, authorizing the Mayor and the City Clerk to execute the necessary documents.

Attachments

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

Project No. 2250997

Professional Services Agreement Amendment

Amendment Number: 1

Project Name: Obstruction Review and Staking

P&N Representative: Jon Van Duinen

Client: City of Grand Haven

Client Representative: Tom Manderscheid

AGREEMENT: The Agreement Amendment modifies the original agreement for professional services dated: 11/11/2025

Client hereby requests and authorizes a change in services in accordance with the following:

SCOPE OF SERVICES MODIFICATION:

See attached proposal

SCHEDULE OF SERVICES MODIFICATION:

See attached proposal

BUDGET MODIFICATION:

$25,000.00

METHOD OF COMPENSATION:

☐ **Lump Sum for Defined Scope of Services**

☒ **Hourly Billing Rates plus Reimbursable Expenses**

☐ **Other:**

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

ADDITIONAL PROVISIONS (IF ANY):

Prepared by:		**Accepted for:**	
Prein&Newhof, Inc.		**City of Grand Haven**	
By:	_____	**By:**	_____
Print	_____	**Print**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____
		By:	_____
		Print Name:	_____
		Title:	_____
		Date:	_____

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

October 9, 2026

Mr. Tom Manderscheid

RE: Obstruction Removal

Dear Mr. Manderscheid:

Thank you for the opportunity to provide professional engineering services. It is our understanding that you are seeking to remove obstructions in the east approach at Grand Haven Memorial Airpark in Grand Haven, MI. Work will consist of trimming and removal of approximately 160 trees to clear the State Licensing Surface. Trees and parcels are shown on the attached drawing. Trees will be trimmed or removed on 23 parcels (E8, E9, E11, E12, E13, E23, E27, E32, E35, E47, E50, E51, E52, E53, E54, E55, E56, E60, E61, FE1, FE2, FE3, FE4).

We are submitting this proposal to provide the following professional engineering services:

- Provide construction staking for tree work. A stake will be driven next to each tree and an elevation recorded for the top of each stake. This will allow a measurement to determine the height to trim each tree.
- Provide construction plans, bidding documents, and conduct bidding for the work on the 23 parcels.
- Provide part time construction observation averaging 2 hours/day for 20 days.
- Complete a drone survey to verify tree trimming and removal at the completion of the project.

Our proposed fee for these services is a Time & Materials fee not to exceed twenty five thousand dollars $25,000.00. This fee is in addition to our original fee of $8000 for tree analysis and survey.

Once our contract is authorized, we anticipate survey beginning at the end of October with Bids due mid December and construction in January. Please contact us if you have any questions or require anything further.

Sincerely,

Prein&Newhof

Jon Van Duinen, PE Project Manager

Jason Washler, PE Vice President

Enclosure(s): Prein&Newhof Standard Terms and Conditions and Fee Schedule, Project Drawing

E5
E6
E7
E8
E9
E10
E11
E12
E46
E47
E56
E55
E54
E53
E62
E52
FE1
E60
E61
FE2
FE3
E50
E51
E13
E23
E27
E18
E24
E28
E31
E32
E35
E25
E29
E49
E19
E33
E43
E26
E30
E34
E63
FE4
E39
E40
E20
E48

LEGEND

- PARCEL LINE
- PT77 SURFACE
- TSS SURFACE
- MDOT LICENCING SURFACE
- PHASE 1 REMOVAL
- TREE VIOLATION
- TREE WITHIN 5'
- TREE WITHIN 10'

North

0' 60' 120'

Prein&Newhof
Engineers-Surveyors-Environmental-Laboratory

GRAND HAVEN MEMORIAL AIRPARK
GRAND HAVEN, MICHIGAN

OBSTRUCTION REMOVAL

PHASE 1 EAST APPROACH

PROJECT NO. 2250997

SHEET NO. 1

T:\CIVIL3D PROJECTS\2025\2250997_GRAND HAVEN_OBSTRUCTIONS\2_SPACE\BASE 2026-09-30.DWG - JVANDUMEN - Sep. 30 2026 - 11:14am - PreteAthenhof

PREI&NE-01 JFURMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Specialty Program Ins. Agency LLC dba Linkfield & Cross Ins. Agency 1600 E. Beltline Ave NE Suite 211 Grand Rapids, MI 49525	PHONE (A/C, No, Ext): (616) 447-2777	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
PREIN & NEWHOF, INC. 3355 EVERGREEN NE GRAND RAPIDS, MI 49525	INSURER A : Michigan Insurance Company	10857
	INSURER B : West Bend Insurance Company	15350
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPJ9163216	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			1000111313	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CXJ9163216	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		A220942	12/31/2025	12/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Property			CPJ9163216	12/31/2025	12/31/2026	LIMIT	800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF GRAND HAVEN
519 WASHINGTON AVE.
GRAND HAVEN, MI 49417

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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

TO: Ashley Latsch, City Manager

FROM: Dana Kollewehr, Assistant City Manager

DATE: October 26, 2026

SUBJECT: Proposed Social District Expansion

City staff is requesting City Council's consideration of a proposed expansion of the Downtown Social District to include a designated portion of the waterfront extending from Lynne Sherwood Waterfront Stadium to Snug Harbor. The proposed expansion began with a request from the owner of Snug Harbor to extend the Social District to include the waterfront area adjacent to the restaurant.

While the initial proposal contemplated extending the Social District from Snug Harbor to Chinook Pier, the proposed boundaries have since been adjusted to include only the waterfront area between Lynne Sherwood Waterfront Stadium and Snug Harbor. Once Chinook Pier is redeveloped, we can re-evaluate extending the Social District to include it. This change followed review and a recommendation from the Department of Public Safety. Adding Chinook Pier now would increase the enforcement area without direct benefit to an eligible business.

Benefits of the Proposed Expansion
Expanding the Downtown Social District along this portion of the waterfront would provide several potential benefits to the community, including:

- **Enhanced Downtown Connectivity:** Creates a more seamless connection between downtown businesses, public waterfront spaces, and recreational amenities. The proposed expansion presents an opportunity to evaluate how the Social District can better support connectivity, economic activity, and the overall visitor experience along the waterfront.
- **Support for Local Business: Offers additional opportunities for Snug Harbor to participate in the Social District and to benefit from increased visitor activity.**
- **Improved Visitor Experience:** Allows residents and visitors to enjoy designated waterfront areas as an extension of the downtown experience.
- **Economic Development and Placemaking:** Encourages pedestrian activity and supports continued investment in the downtown and waterfront areas.

The proposed expansion would remain subject to applicable Michigan Liquor Control Commission requirements and existing Social District regulations. Alcohol consumption would be permitted only within the approved district boundaries and in accordance with established Social District rules. The proposed expansion does not change the City's existing requirements for participating establishments or authorize alcohol consumption outside the designated boundaries.

The Main Street Downtown Development Authority reviewed and supported the expansion of the Social District.

Recommendation
Staff recommends that City Council approve the proposed expansion of the Downtown Social District to include the waterfront area extending from Lynne Sherwood Waterfront Stadium to Snug Harbor.

HISTORIC GRAND HAVEN



GRAND HAVEN MAIN STREET

Social District.

Rules & Information

Welcome to Grand Haven Main Street's Social District! Be sure to grab a beverage of your choice, check out the rules, and support the local businesses creating the vibrant and inviting historical shopping and dining district here in Grand Haven.

- Grand Haven Main Street Social District Hours are from **11:00am to 11:00pm.**
- Alcoholic beverages are approved to be consumed **ONLY** on public sidewalks, crosswalks, and common areas within the Social District.
- Beverages are **NOT** to be consumed in parking lots, private property, retailers, or other drinking establishments.
- Alcoholic beverages **MUST** be in an approved cup from a participating establishment, and remain within the boundaries listed below:

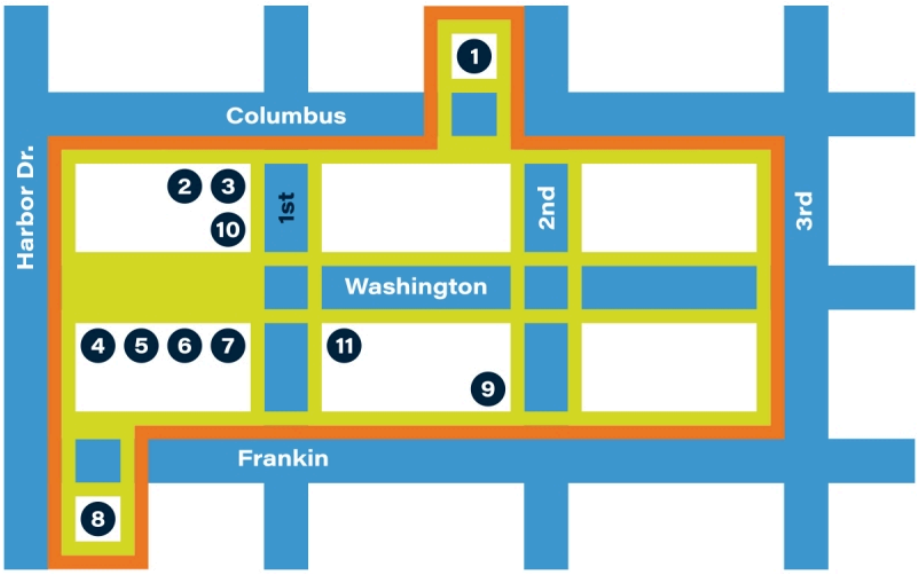
Rules & Information

Welcome to Grand Haven Main Street's Social District! Be sure to grab a beverage of your choice, check out the rules, and support the local businesses creating the vibrant and inviting historical shopping and dining district here in Grand Haven.

- Beverages are **NOT** to be consumed in parking lots, private property, retailers, or other drinking establishments.
- Alcoholic beverages **MUST** be in an approved cup from a participating establishment, and remain within the boundaries listed below:

Participating Businesses.

As part of the Social District, patrons aged 21+ can purchase an alcoholic beverage from one of the approved establishments below:



Street

Social District Boundaries

Social District Common Areas (Sidewalks, Crosswalks, Street)

1. Lucy's
2. Porto Bello
3. Odd Side Ales
4. Kirby House
5. Long Road Distillers
6. New Holland Distilling
7. Anna's House
8. Tip-A-Few
9. Grand Armory Brewing
10. 12 Corners Winery
11. Smokey Jose's

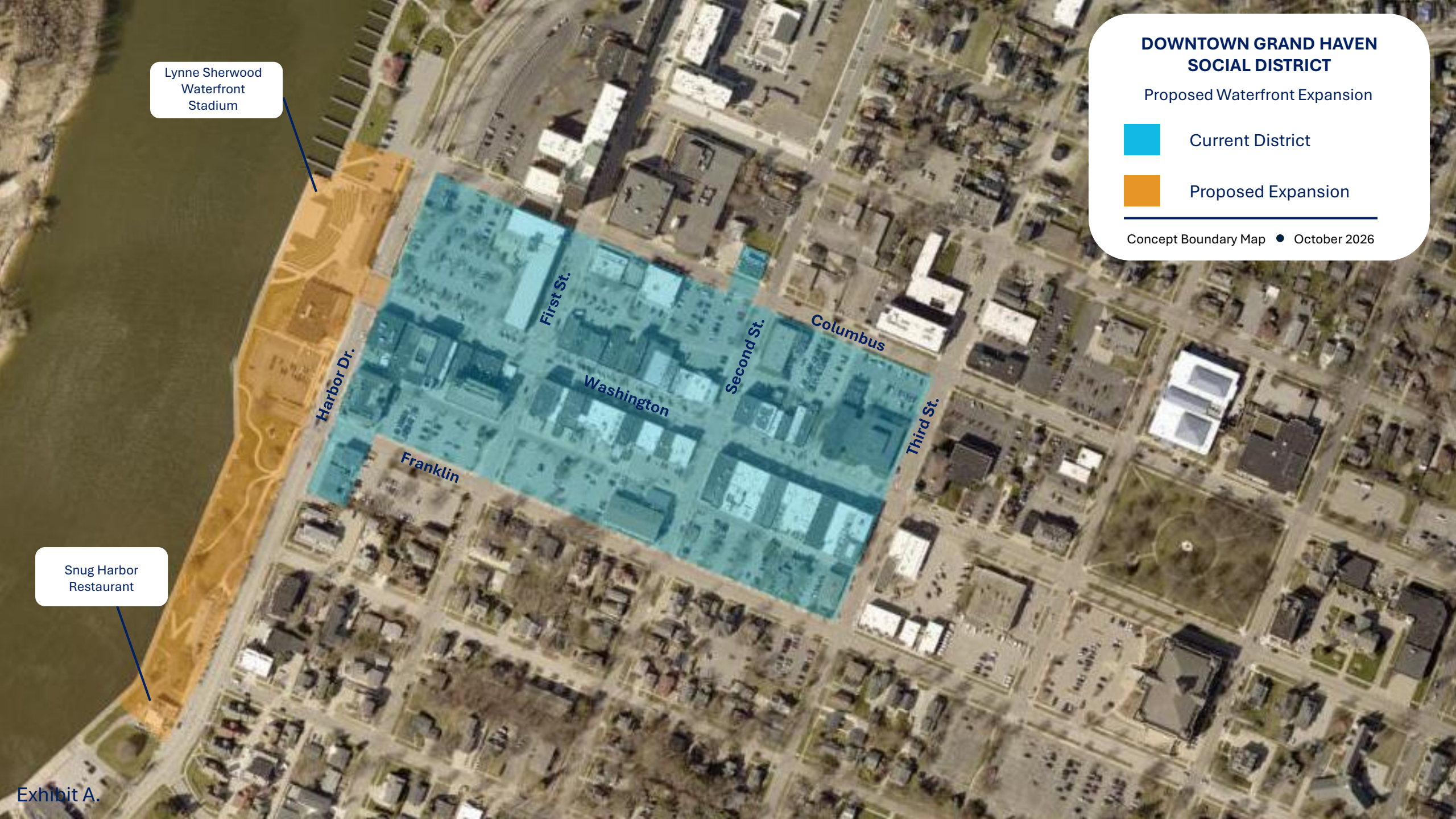

Lynne Sherwood Waterfront Stadium
Snug Harbor Restaurant
Harbor Dr.
First St.
Second St.
Third St.
Columbus
Washington
Franklin
DOWNTOWN GRAND HAVEN SOCIAL DISTRICT
Proposed Waterfront Expansion
Current District
Proposed Expansion
Concept Boundary Map • October 2026

Exhibit A.

RESOLUTION TO AMEND
SOCIAL DISTRICT AND COMMONS AREA BOUNDARIES

At a regular meeting of the City Council of the City of Grand Haven ("City"), held at City Hall, 519 Washington Street, Grand Haven, Michigan 49417 on the _____ day of _____, 2026 at 7:30 p.m.

PRESENT: _____
_____.

ABSENT: _____
_____.

The following Resolution was offered by Council Person _____and supported by Council Person _____.

RESOLUTION

WHEREAS, the City of Grand Haven established the Downtown Grand Haven Social District and Downtown Grand Haven Commons Area pursuant to its Downtown Grand Haven Social District Plan; and

WHEREAS, the Downtown Grand Haven Social District and Downtown Grand Haven Commons Area are clearly marked and shared by and contiguous to licensed premises pursuant to MCL 436.1551.

WHEREAS, the City of Grand Haven desires to amend the existing boundaries of such Social District and Downtown Grand Haven Commons Area to expand such boundaries to the north to include the waterfront from Columbus Street to 311 N Harbor Drive, and included Lynne Sherwood Waterfront Stadium, as depicted in **Exhibit A**, attached and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Grand Haven City Council that the boundaries of such Social District and Downtown Grand Haven Commons Area are amended to include the additional area described and depicted in **Exhibit A**, attached and incorporated herein by reference; and

BE IT FURTHER RESOLVED that the Downtown Grand Haven Social District and Downtown Grand Haven Commons Area, as amended herein, be clearly marked pursuant to MCL 436.1551.

AYES: _____
_____.

NAYS: _____
_____.

Resolution declared approved dated this ____ of _____, 2026.

CITY OF GRAND HAVEN

Dated: _____ ____, 2026

By:_____
Amy Vos
Its: Deputy City Clerk

CERTIFICATE

STATE OF MICHIGAN)
)ss
COUNTY OF OTTAWA)

I, the undersigned, the duly qualified Deputy City Clerk of the City of Grand Haven, State of Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a regular meeting of the Grand Haven City Council of the City of Grand Haven, held on the _____ day of _____, 2026.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ____ day of _____, 2026.

By:_____
Amy Vos
Its: Deputy City Clerk

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

TO: Ashley Latsch, City Manager

FROM: Dana Kollewehr, Assistant City Manager

DATE: October 16, 2026

SUBJECT: Ottawa County's 24ward Vision for Growth Task Force

Attached for City Council's consideration is a resolution of support for Ottawa County's 24ward Vision for Growth Task Force. This initiative will bring representatives from all 24 local units of government together to review growth-related challenges and explore coordinated strategies aligned with local priorities.

Ottawa County's 2026–2028 Strategic Plan identifies a countywide Vision for Growth strategy as an opportunity to address the effects of population growth within the County. These challenges include housing shortages, groundwater depletion, farmland loss, and increased demands on transportation networks and public infrastructure.

County Administration and the Department of Strategic Impact will facilitate the task force. Members will review data, discuss potential solutions, and communicate with their respective communities about strategies to address local needs and goals. The work of participating communities will inform a cohesive countywide vision for future growth.

Participation will provide Grand Haven an opportunity to contribute the City's perspective, coordinate with neighboring communities, and evaluate approaches relevant to our housing, redevelopment, and infrastructure priorities. The City's two representatives will serve as a connection between the task force and the City, sharing information and bringing forward recommendations for further consideration.

Staff recommends adoption of the attached resolution of support. The City will appoint the two representatives at a future City Council meeting, following further discussion on a process for selecting them.

Ottawa County
Administrator's Office

Patrick B. Waterman
County Administrator

Brian Dissette
Deputy County Administrator

October 20, 2026

Dear Local Government Leaders,

Ottawa County is entering a critically important period of discussion and planning regarding our collective future. As Michigan's fastest-growing large county, we continue to experience the benefits of economic vitality, strong communities, and a high quality of life. At the same time, sustained growth presents increasingly complex challenges that affect every local unit of government, including housing availability, infrastructure capacity, groundwater sustainability, transportation systems, farmland preservation, energy demands, and the protection of community character.

To help address these challenges proactively, the Ottawa County Board of Commissioners adopted a 2026-2028 Strategic Plan that includes a goal focused on **Partnered, Quality Growth: Protect What We Value, Build What We Need**. A key action supporting this goal is the development of a collaborative, countywide approach to growth planning through the Countywide Vision for Growth initiative.

Today, local elected officials, planners, administrators, and community leaders from across Ottawa County gather for the first **Countywide Visioning for Growth Summit**. The purpose of today's event is to provide an opportunity to review data, discuss growth trends, and identify emerging challenges.

As a next step in this effort, Ottawa County is seeking participation from all twenty-four townships, villages, and cities through the formation of the **24ward Vision Task Force**. The Task Force is intended to serve as a forum for local government representatives to collaborate, review information, discuss opportunities and challenges, and help develop a shared vision for managing growth while respecting local priorities and decision-making authority. The Task Force will be facilitated by County Administration and the Department of Strategic Impact, with representatives serving as a liaison between the Task Force and their respective governing bodies.

Enclosed is a proposed **Resolution of Support** for your governing body's consideration. Adoption of the resolution will allow your municipality to designate a representative to serve on the 24ward Vision Task Force and ensure your community has a voice in this important countywide conversation. The perspectives and experiences of each local unit of government will be essential in identifying practical strategies that reflect both local needs and regional realities.

We respectfully request that your governing body consider the attached resolution and appoint a representative to participate in this collaborative initiative. By working together, we can better prepare for future growth, address shared challenges, and preserve the qualities that residents value most across Ottawa County.

Thank you for your continued leadership and service to your community. We look forward to partnering with you as we work toward a thoughtful, coordinated, and prosperous future for all of Ottawa County.

Sincerely,



Patrick Waterman
County Administrator

Introducing ...

24ward VISION TASK FORCE

DEFINING GOALS + COORDINATING DECISIONS

Ottawa County

pwaterman@miottawa.org
bdissette@miottawa.org
616.738.4898



A Growing County

As one of the fastest-growing counties in the state with a strong economy, low unemployment and abundant recreation, Ottawa County is positioned for success. This success, however, brings challenges: housing demand, groundwater availability, farmland loss, and strains on transportation and infrastructure.

Overcoming these complex issues at a local level is no small task. Each community has its own unique identity and perspective; naturally, local challenges require local solutions. But there is one common thread that unites us all – a desire to maintain our high quality of life.

Coordinating the Future Together

To ensure a prosperous and vibrant future for the region, the County believes a proactive, cross-municipal knowledge and data-sharing strategy is needed – a ***Vision for Growth***.

Carefully considering the growth philosophies and goals of each local unit of government, stakeholders will work together to explore and review meaningful data. This collaborative endeavor will then be employed to craft effective, forward-thinking and growth-oriented local development strategies with an interrelated regional perspective.





24ward Vision Task Force

To create an effective vision that truly serves as a public resource, it needs the voice of the community. That's where you come in – we are recruiting leaders from all 24 local units of government to form the ***24ward*** (twenty-forward) ***Vision Task Force***.

This coalition will work together to digest data and review potential solutions to growth-related challenges. Members will coordinate with their communities to implement strategies that address their specific needs and align with their respective goals.

The input and recommendations gathered from all 24 units of government will complement one another and create a cohesive countywide vision for the future.

Continued on back

24ward Vision Task Force

Defines common growth vision for County and helps coordinate decisions at a local level.

Drinking Water Focus Area

Who ...

• Groundwater Board • Water Resources Commissioner • Public Utilities • Public Health

Work to ...

- Develop recommended policies/best practices
- Coordinate water utility expansion
- Seek opportunities for water repurpose, reclamation, and recharge
- Educate community on water sustainability

Development Focus Area

Who ...

• Agricultural Preservation Board • Brownfield Redevelopment Authority • Economic Development Corporation • Area Planners

Work to ...

- Develop recommended policies and best practices
- Coordinate countywide land use planning

Transportation Focus Area

Who ...

- Area Transit Agencies • Road Commission
- Metropolitan Planning Organizations

Work to ...

- Seek opportunities to expand transportation options
- Coordinate countywide transportation planning

Housing Focus Area

Who ...

- Housing Advisory Board

Work to ...

- Remove housing barriers
- Develop recommended policies and best practices
- Support meaningful housing projects

Board of Commissioners

Provides input and defines expectations for each focus area work group.

Keep up with 24ward Vision Task Force news at ...

miottawa.org/dsi/24wardhub

RESOLUTION # _____
SUPPORT OF THE OTTAWA COUNTY
24WARD VISION FOR GROWTH TASK FORCE

CITY OF GRAND HAVEN
OTTAWA COUNTY, MICHIGAN

At a regular meeting of the Grand Haven City Council, held on November 2, 2026 at the City of Grand Haven, Michigan, the following resolution was made by Member _____ and supported by _____.

WHEREAS, Ottawa County is one of the fastest-growing counties in the state with a strong economy, low unemployment, and abundant recreational opportunities; and

WHEREAS, consistent population growth brings challenges for local units of government, ranging from but not limited, housing shortages, groundwater depletion, loss of farmland, and strains on the transportation network and public infrastructure, and;

WHEREAS, the County Board of Commissioners adopted a 2026-2028 Strategic Plan that identifies a myriad of solution-oriented actions to help balance anticipated, continued growth into the future, including the activation of a Countywide Vision for Growth strategy, and;

WHEREAS, the Vision for Growth is a collaborative framework that provides a forum for local officials to review, discuss, develop, and implement forward-thinking development strategies at the local level, and;

WHEREAS, to help ensure the strategy is an intentional, collaborative effort among local government leaders, the County Board of Commissioners is assembling a 24ward Vision Task Force comprised of representatives from all 24 units of government in Ottawa County that can work together to digest data and review potential solutions to the County's growth-related challenges, and;

WHEREAS, facilitated by County Administration and the Department of Strategic Impact, 24ward Vision Task Force members will communicate and coordinate with their respective local units of government to implement strategies that address their specific challenges and align with their respective goals, and;

WHEREAS, the input and recommendations gathered from all 24 units of government will complement one another and help create a cohesive countywide vision for growth for Ottawa County, and;

NOW, THEREFORE BE IT RESOLVED that the City of Grand Haven City Council supports Ottawa County's 24ward Vision for Growth Task Force and the City of Grand Haven's participation in this collaborative effort.

BE IT FURTHER RESOLVED that appointments of the City's two representatives to the task force will be made at a future City Council meeting, following further discussion regarding a process for selecting the representatives.

ADOPTED:
Ayes:
Nays:

CERTIFICATION:

I, ____ _____ the duly elected Clerk of _____, hereby certify that the foregoing is a true and complete copy of Resolution #_____, adopted by the _____ at a regular meeting held on the _____, 2026.

_____

Amy Vos
Deputy City Clerk