Pamela Colestock – Mayor
William Steele – Mayor Pro Tem
Deb Malewski – Council Member
Rick Loftus – Council Member
Ken Nicholas – Council Member

Yvonne Ridge – City Manager
Larry Joe Weeks – Police Chief
Roger McNutt – Fire Chief
LeRoy Hummel – Building Official
Rob Pierce – Public Works/Utilities Director
Genny Allen – Treasurer/Finance Director
Robin Webb – City Clerk
Corey Cagle – Director of Parks, Recreation & Events
Jake Forquer – Community and Economic Development Specialist
Randy Jewel – City Assessor
Cullen Harkness – City Attorney

CITY OF EATON RAPIDS
WORK SESSION AGENDA

September 28, 2026
5:00 pm
200 S. Main Street

This meeting will be streamed live for viewing only at:
https://us06web.zoom.us/j/85394331944 Meeting ID: 853 9433 1944
Please note all public comments must be made in person.

Call to Order

Public Comments

New Business

1. Transfer of Property
2. Drinking Water State Revolving Fund (DWSRF) Lead Line Proposal
3. Budget Amendment – Police Department
4. Ordinance – Bicycles, Skateboards, and Scooters (Electric Bicycle)
5. DWSRF Current Project – Bonding for Detour

Public Comments

Board and Committee Reports

Adjourn

THE CITY OF Eaton Rapids MICHIGAN

MEETING DATE: 9/28/2026

CITY MANAGER

To: Mayor and City Council

From: Yvonne Ridge, City Manager

Submitted: 9/24/2026

Subject: Transfer Property

☒Work Session

☒Regular Meeting

SUMMARY

The City has been presented with a proposed property transfer involving property currently identified as Parcel No. 160-070-600-001-00, owned by Lanny and Elaine Laskowsky, and Parcel No. 160-070-600-002-00, owned by Steve and Julie Sullivan.

The proposed transfer would include the applicable surveyed portions of Parcel No. 300-002-100-046-03 with the respective parcels owned by the Laskowskys and Sullivans.

The City has reviewed the proposed property transfer and has no objection to the transfer as surveyed and proposed.

STAFF RECOMMENDATION/MOTION

Staff recommends that the City Council approve the resolution stating that the City of Eaton Rapids has no objection to the proposed property transfer as surveyed and presented.

LIST OF SUPPORTING DOCUMENTS

Resolution 2026-90 and Map (Transfer in Red)

Smithville Rd

THE CITY OF Eaton Rapids MICHIGAN

MEETING DATE: 9/28/2026

CITY MANAGER

To: Mayor and City Council ☒Work Session

From: Yvonne Ridge, City Manager ☒Regular Meeting

Submitted: 9/24/2026

Subject: Drinking Water State Revolving Fund Lead Line Replacement (DWSRF/LSLR)

SUMMARY

The City of Eaton Rapids submitted its FY27 Drinking Water State Revolving Fund (DWSRF) Project Plan for Lead Service Line Replacement (LSLR) to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) on May 28, 2026. The Project Plan was approved by City Council on May 11, 2026. The Project Plan includes investigation of water service locations where service line materials are unknown or assumed and replacement of all lead-impacted services.

C2AE developed the Project Plan through the City's EGLE Technical, Managerial, and Financial (TMF) Grant and has continued assisting the City with its lead service line inventory and verification efforts. The City has collected additional service line material information through hydro excavation, resident self-verifications, physical inspections by City staff, and reviews of City records and parcel information.

Revised Project Cost

The original May 2026 Project Plan was based on a worst-case scenario and estimated total project costs of $15,975,000. As additional service line information has been collected, the estimated project cost has been reduced.

The current August 2026 estimate is $8,632,200, with an estimated DWSRF loan of $7,768,980 and estimated principal forgiveness/grant of $863,220. C2AE notes that the probable construction cost will continue to be refined as service line data is finalized and the Draft and Final Plans and Specifications are prepared.

Proposed Engineering Services

C2AE has submitted a proposal to continue serving as the City's Engineer of Record and Owner's Representative as the project moves from the grant-funded planning phase into implementation of the FY27 DWSRF LSLR project.

The proposed scope includes:

- Draft Plans and Specifications;
- Construction Plans and Specifications;
- Verification of unknown service line data, including materials, fittings, and assembly components;

- Bidding and Negotiations;
- Construction Administration;
- Resident Project Representative (RPR) services;
- Post-Construction services;
- Environmental Permitting;
- Environmental Survey; and
- Engineering Reserve/Contingency allowances.

The proposal provides full-time RPR observation during underground construction activities, along with construction administration, payment review, field documentation, quantity tracking, punch-list observations, and other project support.

C2AE also states that, once authorized to proceed, it will verify public- and private-side material data at remaining locations where lead status is unknown, or replacement status is based on assumptions.

Engineering Fees

C2AE's proposed engineering fees are as follows:

Service	Proposed Fee
Draft Plans and Specifications	$122,000
Construction Plans and Specifications	$148,000
Bidding and Negotiations	$25,000
Construction Administration	$295,000
Post-Construction	$15,000
Resident Project Representative	$340,000
Total Basic Engineering Services	**$945,000**
Environmental Permitting	$20,000
Engineering Reserve/Contingency – Design	$15,000
Environmental Survey	$10,000
Engineering Reserve/Contingency – Construction	$35,000
Total Additional Engineering Services	**$80,000**
Total Engineering	**$1,025,000**

The RPR fee is identified as time and materials, estimated, while Construction Administration and RPR services were calculated using an estimated construction timeline of 240 total business days. C2AE notes that RPR fees may change if construction is extended or the scope changes.

Schedule

The project schedule will follow the DWSRF Quarter 3 milestone schedule. The proposal identifies upcoming milestones for completion of plans and specifications, environmental review, bidding, EGLE approval, financing, and issuance of the Notice to Proceed. The specific milestone dates remain subject to change pending issuance of the project-specific EGLE milestone calendar.

STAFF RECOMMENDATION/MOTION

Diacussion and Approval of Resolution 2026-91

LIST OF SUPPORTING DOCUMENTS

Resolution 2026-91, C2AE Proposal and Memo

An AtkinsRéalis Company

106 W. Allegan St. Suite 500
Lansing, MI 48933
517.371.1200
www.c2ae.com

September 24, 2026

Ms. Yvonne Ridge
City Manager
City of Eaton Rapids
200 S Main St.
Eaton Rapids, MI 48827

Re: Proposal for Engineering Services: FY27 DWSRF Lead Service Line Replacements

Dear Ms. Ridge,

C2AE is pleased to continue supporting the City of Eaton Rapids water system in advancing its Lead Service Line Replacement (LSLR) program and related water system improvements. This letter proposal establishes the terms of C2AE's continued services as Engineer of Record and Owner's Representative as the project transitions from the grant funded planning project into the FY27 Drinking Water State Revolving Fund (DWSRF) LSLR implementation project.

Project Understanding

In May 2026, the City of Eaton Rapids submitted a DWSRF Project Plan for Lead Service Line Replacements. The project plan was developed by C2AE through an EGLE Technical, Managerial, and Financial support for lead service line replacement (TMF) Grant. The project plan was scored within the fundable range, and the city is eligible for a max award of $15,975,000 to begin the project in FY27. This award includes a maximum loan amount of $14,377,500 and a maximum state grant award amount of $1,597,500.

C2AE will provide engineering services required to advance the FY27 DWSRF LSLR project from preliminary engineering through construction and project closeout.

Scope

Design Engineering

Draft Plans and Specifications

1. Develop base plans using available GIS service line inventory data.
2. Verify missing material, fixtures, and components at locations scoped for replacement.
3. Develop preliminary bid pay items and quantities; update opinion of probable construction cost.
4. Draft outline for technical specifications and construction requirements.

Construction Plans and Specifications

1. Integrate findings of environmental review process and material verifications.
2. Finalize construction documents, including drawings, replacement details, and technical specifications.
3. Prepare front-end specifications according to local procurement standards and DWSRF requirements.
4. Finalize pay items and quantities for bidding; refine opinion of probable construction cost.

5. Verify unknown service line data including material, fittings, and assembly components. Verification methods will be selected based on project conditions and may be performed by approved subconsultants.

Construction Engineering

Bidding and Negotiations

1. Assist Owner with public bidding and local procurement requirements for construction.
2. Publish bid advertisement with instructions to bidders.
3. Distribution of electronic bidding documents; response to bidder questions.
4. Attend public bid opening; prepare bid tabulation and review bidder qualifications.
5. Prepare recommendation of award and draft construction agreement documents for execution.

Construction Administration

1. Conduct preconstruction meeting with Owner, Contractor, and additional stakeholders.
2. Review contractor submittals, shop drawings, requests for information related to the construction documents.
3. Provide interpretations and clarifications of the contract documents and prepare or review field orders, work change directives, and change orders, as needed.
4. Coordinate additional utility investigations required after bidding, including investigation of unknown or conflicting service materials and utility conditions. Field work may be performed by approved subconsultants.
5. Review contractor applications for payment and supporting pay item quantity information and make recommendations to the Owner regarding payment.
6. Make periodic engineering site visits at intervals appropriate to the progress of the Work, separate from the day-to-day RPR services described below.
7. Assist owner in determining Substantial Completion, including preparation of the final punch list and release of retainage.

Resident Project Representative (RPR)

RPR services include full-time on-site observation during underground construction activities. RPR services are observational and do not transfer responsibility for construction means, methods, sequencing, safety, or the Contractor's performance to C2AE. RPR services include the following:

1. Observe construction activities and report to C2AE and Owner apparent nonconforming work, differing field conditions, and significant issues requiring engineering review.
2. Attend preconstruction, progress, and other project meetings as required; maintain field notes relevant to the work in progress.
3. Receive and transmit field questions, RFIs, samples, and other construction information in accordance with communication management plan.
4. Observe scheduled inspections and testing; document results made available at the Site; and accompany visiting regular inspectors when necessary.
5. Maintain daily reports documenting, weather, contractor activities, labor and equipment observed, deliveries, significant events, photographs when appropriate, installed quantities, and other information relevant to the project record.
6. Measure and/or track construction quantities as required to support review of Contractor payment requests and charge documentation.
7. Provide punch list observations and collect final field records; verification walkthrough with Owner at Substantial Completion.

Limitations:

1. RPR will not authorize deviations from the construction agreement documents, approve substitutions or change the contract price or contract schedule.
2. RPR will not direct or control the Contractor's means, methods, techniques, sequences, procedures, workforce or site operations.
3. RPR's observations do not constitute exhaustive or continuous inspection and do not guarantee the Contractor's performance or relieve the Contractor of its obligation to perform the work in accordance with the construction agreement.
4. RPR service fees are estimated based on the anticipated timeline for construction and may be subject to change from extended construction, changed scope or other unforeseen circumstances.
5. RPR will not be responsible for Contractor safety programs, precautions or compliance with safety regulations.

Post Construction

1. Conduct final completion review and assist the Owner with resolution of remaining punch-list items and final acceptance documentation.
2. Review final contractor payment documentation and closeout submittals, including warranties, certifications and other records required by the construction agreement.
3. Prepare record drawings based on information furnished by the Contractor, RPR records, and other available project documentation.
4. Update the service line material inventory using final replacement and field verification information generated during construction.
5. Assist with DWSRF project closeout documentation; complete one correction-period/warranty review of the completed Work, if required by Owner.

Additional Services

The following Additional Services are outside Basic Services but are included as project specific allowances under this agreement. C2AE may proceed with these services as required for the project, provided the work remains within the authorized scope and fee. Specialized services may be performed by C2AE approved subconsultants.

Additional Services: Design

1. Environmental Permitting: Perform and/or coordinate reviews and specialized surveys required for DWSRF equivalency and federal crosscutter compliance. As applicable, this may include Section 106/SHPO and tribal review; USFWS and MNFI species review; wetlands, floodplains, land-and-water interface, and other EGLE-required resource reviews; agency correspondence; and supporting documentation for environmental assessments. Required archaeological, biological, wetland, or similar field surveys may be completed by approved subconsultants.
2. Engineering Reserve/Contingency: Includes incidental or unanticipated requirements necessary to complete construction documentation prior to bidding that are not otherwise included in Basic Services. Potential uses include changes required by Owner revisions, unanticipated services, permitting, plan review or other administrative soft costs paid for on behalf of Owner, if required. C2AE will notify Owner in writing prior to billing fees for Project Contingency.

Additional Services: Construction

1. Environmental Survey: Provide follow-up coordination, mitigation documentation, agency responses and related scope resulting from environmental assessments, equivalency actions, or other agency requirements. Specialized permitting and environmental services may be performed by approved subconsultants.
2. Engineering Reserve/Contingency: Includes incidental or unanticipated requirements necessary to complete implementation of the construction documents after final design that are not otherwise included in Basic Services. Potential uses include, but are not limited to, emergency conditions, Owner or Agency requested changes, rebidding or supplemental bid packages, extended construction duration, storm water management, testing and reporting fees, and any administrative or construction soft costs paid for by C2AE on behalf of Owner. C2AE will notify Owner in writing prior to billing fees for Project Contingency.

Assumptions

1. C2AE may rely on information furnished by Owner, utilities, contractors, and other third parties except where verification is included in the scope.
2. Direct permit application, advertising, testing laboratory, and similar third-party fees are paid by the Owner unless outlined in the scope; costs paid by C2AE on behalf of Owner will be reimbursed through additional services

Schedule

Pre-construction activities will follow DWSRF Quarter 3 (Q3) Milestone Schedule.

Milestones*	Quarter 2:	Quarter 2.5	Quarter 3
Federal Crosscutters Contacted	08/13/2026	09/25/2026	10/23/2026
Draft Plans and Specifications Submitted	09/23/2026	11/11/2026	12/11/2026
EAs Published No Later Than	11/13/2026	01/04/2027	02/02/2027
Part I and Part II Application Due	11/24/2026	01/08/2027	02/10/2027
FNSI Clearance / Plans and Specs Approved	12/14/2026	02/03/2027	03/04/2027
Bid Ad Published No Later Than	12/14/2026	02/03/2027	03/04/2027
Part III of Application Due / Bid Data Submittal (With Tentative Contract Award)	01/26/2027	03/10/2027	04/19/2027
EGLE Order of Approval Issued*	02/26/2027	04/12/2027	05/12/2027
Borrower's Pre-Closing with the MFA	03/16/2027	04/28/2027	05/26/2027
MFA Closing	03/30/2027	05/07/2027	06/03/2027
Notice to Proceed Issued No Later Than	05/28/2027	07/06/2027	08/03/2027

*DWSRF FY27 Financing Schedule; target milestone dates subject to change pending issuance of project specific milestone calendar by EGLE.

Phase	Completion Milestone
Draft Plans and Specs	Draft Plans and Specifications Submitted
Construction Plans and Specs	Bid Ad Published
Bidding and Negotiations	EGLE Order of Approval Issued

Anticipated timeline for construction will be assessed with Owner in bidding and coordinated with the selected contractor prior to construction. Construction Administration and RPR Services have been calculated using an estimated timeline of 240 total business days of construction.

Fee

Design Engineering	Fee	Basis
Draft Plans and Specifications	$122,000.00	Lump Sum
Construction Plans and Specifications	$148,000.00	Lump Sum
Bidding and Negotiations	$25,000.00	Lump Sum
Construction Administration	$295,000.00	Lump Sum
Post-Construction	$15,000.00	Lump Sum
Resident Project Representative	$340,000.00	Time and Materials, Estimated
Total Basic Engineering Services	$945,000.00	
Additional Services: Design		
Environmental Permitting	*$20,000.00*	*Allowance*
Engineering Reserve/Contingency	*$15,000.00*	*Allowance, conditional*
Additional Services: Construction		
Environmental Survey	*$10,000.00*	*Allowance*
Engineering Reserve/Contingency	*$35,000.00*	*Allowance, conditional*
Total Additional Engineering Services	$80,000.00	
Total Engineering	$1,025,000.00	

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one (1) copy to our office. Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,
C2AE

Jared T. Secor, PMP
Project Manager

Roger F. Marks, PE
Client Services Leader

Accepted by:

City of Eaton Rapids

Date

The parties to this agreement, Capital Consultants, Inc., dba “C2AE” in Michigan and dba “Capital Consultants Architecture and Engineering” in New York, hereinafter called C2AE and “City of Eaton Rapids”, in Michigan, hereinafter called OWNER, hereby agree to the following conditions:

A. Scope of Services: OWNER and C2AE have agreed to a written description of services C2AE will provide to OWNER for an established compensation, hereafter referred to as “Scope of Services”. Additional Services may be agreed to in writing by OWNER and C2AE in addition to the Scope of Services. Services not set forth in written agreement are specifically excluded from the scope of C2AE 's services, including any “financial advising” services. C2AE assumes no responsibility to perform any services not specifically agreed to in writing.

B. Standard of Care: C2AE shall perform its services consistent with the professional skill, care, and timeliness ordinarily provided by professional engineers and architects practicing in circumstances of similar time and place. C2AE makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by C2AE. However, C2AE shall correct any technical accuracy deficiencies in C2AE’s Instruments of Service without additional compensation.

C. Schedule: C2AE shall ordinarily perform its services within a reasonable time. Upon OWNER’s request, C2AE shall prepare and submit for OWNER approval a detailed schedule for the performance of C2AE’s services. This schedule shall include reasonable allowances for review and approval times required by OWNER, performance of services by OWNER’s consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by OWNER, or for delays or other causes beyond C2AE’s reasonable control.

D. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to C2AE are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, C2AE may call for renegotiation of appropriate portions of this Agreement. C2AE shall notify OWNER of the changed conditions necessitating renegotiation, and both parties shall promptly and in good faith renegotiate this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

E. Payment Terms: Invoices prepared to C2AE’s standard format will typically be submitted by C2AE monthly, are due upon receipt, and shall be considered past due if not paid within thirty (30) calendar days of the due date. If work is abandoned or suspended, C2AE shall be paid in full for services performed prior to receipt of written notice from OWNER of abandonment or suspension. If OWNER fails to make payments when due, C2AE may charge interest at one-and-one-half (1.5) percent or the maximum rate allowable by law, whichever is less, per month on the past due amount, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. In addition, if OWNER fails to make payments when due or otherwise is in breach of this Agreement, C2AE may suspend performance of services when any invoice for services remains unpaid 60 days after the date of the invoice and upon five (5) calendar days’ notice to OWNER. C2AE shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER. Upon payment in full by OWNER, C2AE shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for C2AE to resume performance.

F. Disputed Invoices: OWNER shall not withhold amounts from C2AE’s compensation to impose a penalty or liquidated damages on C2AE, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless C2AE agrees or has been found liable for the amounts in a binding dispute resolution proceeding. If OWNER objects to any portion of an invoice, OWNER shall so notify C2AE in writing within ten (10) calendar days of receipt of the invoice. OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation

between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

G. Regulatory Compliance: C2AE shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities, including the Americans with Disabilities Act (ADA) which provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. Design changes made necessary by newly enacted laws, codes and regulations after submission date shall entitle C2AE to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement. OWNER acknowledges that the requirements of laws, codes, and regulations, including the ADA, will be subject to various and possibly contradictory interpretations. C2AE, therefore, will use its reasonable professional efforts and judgment to interpret applicable requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. C2AE, however, cannot and does not warrant or guarantee that OWNER's project will comply with all interpretations of all the requirements of federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

H. Errors and Omissions and CONSULTANT's Limit of Liability: In recognition of the relative risks and benefits of the Project to both OWNER and C2AE, the risks have been allocated such that OWNER agrees, to the fullest extent permitted by law, to limit the liability of C2AE and its officers, directors, shareholders, employees, and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of C2AE and its officers, directors, shareholders, employees, and sub-consultants shall not exceed $10,000 or C2AE's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

I. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor C2AE nor their respective officers, directors, shareholders, employees, and sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and C2AE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

J. Dispute Resolution: OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration. If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties mutually agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law. The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known

of the existence of the claim, dispute, or other matter. If the demand for arbitration is not effectuated within one (1) year, the claim, dispute, or other matter shall be forever barred and not mandatory. The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

K. Mutual Indemnification: Neither OWNER nor C2AE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. C2AE agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by C2AE's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom C2AE is legally liable. Likewise, OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless C2AE, its officers, directors, employees and sub-consultants (collectively, C2AE) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom OWNER is legally liable.

L. Use of Documents: All Documents (data, reports, drawings, specifications, models, photographs and other deliverables, whether in printed or digital format) are Instruments of Service for which C2AE shall retain all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of C2AE. C2AE grants to OWNER a nonexclusive license to use C2AE's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that OWNER substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits OWNER to authorize the Contractor, Construction Manager, Subcontractors, and material or equipment suppliers, as well as OWNER's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by C2AE, or for use or reuse by OWNER or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by C2AE; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by C2AE, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to C2AE or to its officers, directors, employees, and sub-consultants; (3) OWNER shall indemnify and hold harmless C2AE and its officers, directors, employees, and sub-consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by C2AE; and (4) such limited license to OWNER shall not create any rights in third parties. C2AE and OWNER warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

M. Construction Activities: Neither the professional activities of C2AE nor the presence of C2AE or its employees and sub-consultants at a project site shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. C2AE and its personnel have no authority to approve construction change orders or to issue stop work orders. C2AE and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. OWNER agrees that the Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in OWNER's contract with the Contractor. OWNER also agrees that OWNER and C2AE and its sub-consultants shall be included as indemnified parties by the Contractor in OWNER-Contractor agreement and shall be made

additional insureds under the Contractor's policies of general liability insurance.

N. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both parties acknowledge that C2AE's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event C2AE or any other party encounters any hazardous or toxic materials, or should it become known to C2AE that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of C2AE's services, C2AE may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless C2AE, its officers, directors, employees and sub-consultants (collectively, C2AE) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of C2AE.

O. Opinions of Probable Construction Cost: When in the Scope of Services C2AE provides opinions of probable construction cost, OWNER understands that C2AE has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that C2AE's opinions of probable construction costs are made on the basis of C2AE's professional judgment and experience. C2AE makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from C2AE's opinion of probable construction cost.

P. Distribution of Digital Documents: When in the Scope of Services C2AE provides digital information extracted from its Instruments of Service to OWNER or to others on behalf of OWNER, the recipient of the information will be required to agree to C2AE's Release of Electronic Documents Agreement, including compensation for C2AE to prepare the files. Under no circumstances shall delivery of electronic files by C2AE be deemed a sale, and C2AE makes no warranties, either express or implied, of merchantability and fitness of electronic files for any particular purpose. In no event shall C2AE be liable for any loss of profit or any consequential damages as a result of OWNER's or other's use or reuse of these electronic files.

Q. Record Documents: When identified in the Scope of Services and upon completion of the work C2AE shall compile for and deliver to OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which C2AE shall assume will be reliable, C2AE cannot and does not warrant their accuracy.

R. On-site Construction Observation: When the Scope of Services includes part-time or full-time on-site project representation in order to observe the progress and quality of the work completed by the Contractor such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow C2AE, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Such observation shall include keeping OWNER informed about the progress of the work and C2AE shall endeavor to guard OWNER against deficiencies in the work. In any case, C2AE shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the

Contractor in accordance with the Contract Documents. Finally, C2AE shall not be responsible for any acts or omissions of the Contractor, sub-contractor, any entity performing any portions of the work, or any agents or employees of any of them and does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

An AtkinsRéalis Company

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Lansing, MI 48933
517.371.1200
www.c2ae.com

Memo

To: City of Eaton Rapids

From: Jared Secor, PMP, Project Manager, C2AE

Date: September 24, 2026

Re: FY27 Drinking Water State Revolving Fund (DWSRF) – Project Planning

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City of Eaton Rapids – FY27 DWSRF Lead Service Line Replacement Improvements

The City of Eaton Rapids submitted a FY27 Project Plan to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) on May 28, 2026, after the plan was approved by the city via resolution on May 11, 2026. The project plan includes investigation of all water service locations where service line materials are unknown or assumed, and replacement of all lead impacted services.

EGLE FY27 DWSRF Draft Intended Use Plan (IUP) released – July 2026

The City of Eaton Rapids FY27 Project Plan submittal was scored in the fundable range, with a max award amount of $15,975,000; eligible for up to 10% in principal forgiveness/grant. The project has been deemed "Equivalency" and will require Federal crosscutters for environmental review.

Estimated Project Costs

Project cost estimates have changed significantly since the project plan was submitted in May. Over the past several months, the City has continued collecting service line material data through its EGLE Technical, Managerial, and Financial (TMF) support for lead service line replacement grant. Verification efforts have included hydro excavation, resident self-verifications, physical inspections from city staff, and detailed reviews of city records and parcel data. Estimates for the LSLR plan include worst-case scenarios for replacement at all *potentially* lead impacted services that may require replacement based on the data available. As data collection is finalized through the TMF project, estimated project costs have continued to decrease. The estimate of probable construction costs will be further refined prior to the submittals of Draft Plans & Specifications and Final Plans & Specifications to EGLE.

Estimate Date	Estimated Project Costs	Estimated Loan	Estimated PF/Grant
May 2026 (Project Plan Submittal)	$15,975,000	$14,377,500	$1,597,500
August 2026 (Revised)	$8,632,200	$7,768,980	$863,220

Upon authorization to proceed with engineering services for the FY27 DWSRF LSLR project, public and private side material data will be verified by C2AE at all remaining locations where lead status is unknown or replacement status is based on assumptions.

Next Steps:

- City of Eaton Rapids to authorize a new Engineering Services Agreement for the FY27 DWSRF Lead Service Line Replacement project.
- C2AE proposal submitted for review and approval.

THE CITY OF Eaton Rapids MICHIGAN

Pamela Colestock – *Mayor*
Willliam Steele – *Mayor Pro Tem*
Deb Malewski – *Council Member*
Stacee Robison – *Council Member*
Ken Nicholas – *Council Member*

Yvonne Ridge – City Manager
Larry Joe Weeks – *Police Chief*
Roger McNutt – *Fire Chief*
LeRoy Hummel – *Building Official*
Rob Pierce – *Public Works/Utilities Director*
Genny Allen – *Treasurer/Finance Director*
Robin Webb – *City Clerk*
Corey Cagle – *Director of Parks, Recreation and Events*
Randy Jewell – *City Assessor*
Cullen Harkness – *City Attorney*

MEETING DATE: SEPTEMBER 28, 2026 TREASURER/FINANCE DIRECTOR

To: Mayor and City Council ☒Work Session

From: Genny Allen ☒Regular Meeting

Submitted: 09/24/2026

Subject: Budget Amendment for Fiscal Year 2026-2027

SUMMARY

Budget amendments are used periodically to adjust budgeted revenues and expenditures to ensure that accounts are maintained at appropriate levels and that expenditures do not exceed amended appropriations at fiscal year-end. All budget amendments must be approved prior to the closing of the fiscal year.

Any changes to the adopted budget require City Council approval. Attached for consideration is Budget Amendment Resolution 2026-92, which proposes an amendment to the 2026–2027 General Fund fiscal year budget.

The proposed amendment recognizes and appropriates an additional $71,605 to the Police Department's (101.301) wages and benefits. The increase in these expenses will be funded from the General Fund's (101) Fund Balance.

STAFF RECOMMENDATION/MOTION

Motion to approve Resolution 2026-92 to Approve Amendment to the Fiscal Year 2026-2027 General Fund Budget

LIST OF SUPPORTING DOCUMENTS

- Resolution 2026-92

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 6-1 AND 6-3 OF ARTICLE I OF CHAPTER 6, BICYCLES, SKATEBOARDS AND SCOOTERS, OF THE CODIFIED ORDINANCES OF CITY OF EATON RAPIDS, EATON COUNTY, MICHIGAN.

THE CITY OF EATON RAPIDS ORDAINS:

Section 1. Section 6-1 of the Codified Ordinances of the City of Eaton Rapids, is hereby amended as follows:

Sec. 6-1. – Definitions

For purposes of this chapter:

a. The term "bicycle" shall mean a device on which a person may ride, which is propelled by human power, and which has either two (2) or three (3) wheels in a tandem or tricycle arrangement which are more than fourteen (14) inches in diameter.

b. The term "electric bicycle" means a device upon which an individual may ride that satisfies all of the following:

    i. The device is equipped with all of the following:

        1. A seat or saddle for use by the rider.

        2. Fully operable pedals for human propulsion.

        3. An electric motor of not greater than 750 watts.

    ii. The device falls within 1 of the following categories:

        1. Class 1 electric bicycle. As used in this subparagraph, "class 1 electric bicycle" means an electric bicycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 20 miles per hour.

        2. Class 2 electric bicycle. As used in this subparagraph, "class 2 electric bicycle" means an electric bicycle that is equipped with a motor that propels the electric bicycle to a speed of no more than 20 miles per hour, whether the rider is pedaling or not, and that disengages or ceases to function when the brakes are applied.

        3. Class 3 electric bicycle. As used in this subparagraph, "class 3 electric bicycle" means an electric bicycle that is equipped with a motor that provides assistance only when the rider is pedaling and

that disengages or ceases to function when the electric bicycle reaches a speed of 28 miles per hour.

c. The term "electric skateboard" means a wheeled device that has a floorboard designed to be stood upon when riding that is no more than 60 inches long and 18 inches wide, is designed to transport only 1 person at a time, has an electrical propulsion system with power of no more than 2,500 watts, and has a maximum speed on a paved level surface of not more than 25 miles per hour. An electric skateboard may have handlebars and, in addition to having an electrical propulsion system with power of no more than 2,500 watts, may be designed to also be powered by human propulsion.

Section 2. Section 6-3 of the Codified Ordinances of the City of Eaton Rapids, is hereby amended as follows:

6-3. – Riding in certain areas prohibited; confiscation

a. Reserved.

b. Notwithstanding any other provision of this Code, the riding of bicycles, skateboards, electric skateboards, electric bicycles, and/or other motorized or non-motorized two-wheel scooters upon the public sidewalks or parking lots shall be prohibited within the area in the city which is bounded on the north and west by the Spring Brook, on the east by the Grand River, and on the south by State Street. This does not apply to persons with disabilities who have a specifically manufactured handicap device.

c. Reserved.

d. Any skateboards, electric skateboards, bicycles, electric bicycles, and scooters operated in violation of this section may be confiscated by the city police department for a period of twenty-four (24) hours for the first infraction and for a period of one (1) week for the second and subsequent infractions.

e. Notwithstanding any other provisions of this Code, the operation of a bicycle, electric bicycle, skateboard, electric skateboard, in-line skates, or any other motorized or non-motorized two-wheel scooters in a hazardous manner on the sidewalks or designated parking lots of the City of Eaton Rapids is strictly prohibited.

    i. Hazardous operation shall be defined as the reckless or careless operation in disregard of the personal safety of the rider, pedestrians, or anyone else that may be occupying the sidewalk, designated parking areas, or adjacent

roadways at the time the infraction is committed. The hazardous operation may include any of the following:

1. Excessive speed;

2. "Stunt" riding (elevation of the front wheel, riding the bicycle in a manner so as not to be astride the seat, exertion of pressure/motion to cause the wheels of the bicycle to leave the ground);

3. Failing to yield to pedestrians;

4. Utilizing buildings, benches, bicycle racks, ramps, signs, vehicles etc., in such a manner as to cause the rider to become airborne;

5. Operation which results in damage to the real or personal property of another;

b. Any person who violates this section is responsible for a municipal civil infraction as set forth in Section 6-2.

Section 3. Severability. This ordinance and each article, section, subsection, paragraph, subparagraph, part, provision, sentence, word and portion thereof are hereby declared to be severable, and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

Section 4. Repeal, Effective Date, Adoption.

(1) Repeal. All regulatory provisions contained in other City ordinances which conflict with the provisions of this ordinance are hereby repealed.

(2) Effective Date. This ordinance shall become effective on _____, twenty (20) days following its adoption, and shall be published prior to its effective date as mandated by charter and statute.

(3) Adoption. This ordinance was adopted by the City Council of the City of Eaton Rapids at a meeting thereof held on _____, 2026.

_____
Pamela Colestock, Mayor
City of Eaton Rapids

CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING ORDINANCE WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF EATON RAPIDS AT A MEETING THEREOF ON _____, 2026.

_____
Robin Webb, Clerk
City of Eaton Rapids