

**CITY OF THE VILLAGE OF DOUGLAS
COUNTY OF ALLEGAN
STATE OF MICHIGAN**

RESOLUTION NO. 02-2021

**RESOLUTION APPROVING AN AGREEMENT
FOR PLANNING SUPPORT SERVICES BETWEEN THE CITY OF THE
VILLAGE OF DOUGLAS AND WILLIAMS & WORKS**

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held at the City of the Village of Douglas City Hall, Douglas, Michigan, on the 1st day of February, 2021, at 7:00 p.m.

PRESENT: Donovan, Miller, Mooradian, North, Seabert, Van Loon, Lion

ABSENT: None

The following resolution was offered by Councilperson Seabert and supported by Councilperson Donovan.

RESOLUTION

WHEREAS, the City of the Village of Douglas (“City”) requires semi-regular audit and amendment of the Zoning Map, Zoning Ordinance, and various community plans adopted in accordance with the Michigan Planning Enabling Act (MPEA) PA 33 of 2008, and;

WHEREAS, land use issues persist in the Douglas, all of which would be greatly improved with access to professional planning and design consulting support services provided to the Planning and Zoning Administrator, and;

WHEREAS, the City continues to undergo substantial growth, necessitating increased facilitation of the redevelopment of the Downtown District, Blue Star Highway corridor, Lake Michigan waterfront, as well as the Kalamazoo River and Kalamazoo Lake harbor areas of the community, in a way that maximizes the goals of the community for the future, and;

WHEREAS, the firm of Williams and Works of Grand Rapids has assisted the City on various planning projects over the years, including the current Our Douglas Vision Master Plan and the City of the Village of Douglas Zoning Ordinance and Zoning Map, and;

WHEREAS, Williams and Works has submitted the attached proposal and work samples which demonstrate rates and services for the City.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Douglas City Council hereby approves the attached Professional Services Agreement from Williams and Works of Grand Rapids to provide planning and design support services.
2. The Douglas City Council authorizes the Mayor and City Clerk to execute any necessary contact documents between the parties on behalf of the City.
3. That any resolutions in conflict with this Resolution are deemed rescinded and revoked by the adoption of this Resolution.

YEAS: Council Members: Donovan, Miller, Mooradian, North, Seabert, Van Loon, Lion

NAYS: Council Members: None

ABSTAIN: Council Members: None

ABSENT: Council Members: None

ADOPTED this 1st day of February, 2021.

Signed: _____ Date: _____
Patricia Lion, Mayor

Signed: _____ Date: _____
Pamela Aalderink, City Clerk

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Patricia Lion, Mayor

BY: _____
Pamela Aalderink, City Clerk

CERTIFICATION

I, Pamela Aalderink, the duly appointed Clerk of the City of the Village of Douglas, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Douglas City Council at a regular meeting held February 1, 2021, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

CITY OF THE VILLAGE OF DOUGLAS

BY: _____
Pamela Aalderink, City Clerk

December 4, 2020

Mr. Rich LaBombard, City Manager
City of the Village of Douglas
86 W Center Street
Douglas MI 49406-0757

RE: Planning and Zoning Services for the City of the Village of Douglas

Dear Mr. LaBombard:

It was a pleasure speaking to you this week regarding planning and zoning support for the City of the Village of Douglas. This letter outlines our approach to providing ongoing professional planning and zoning support to the City on an interim basis. It provides a general overview of the planning and zoning services we typically perform for our clients located throughout west and southwest Michigan, and a description of the services we would provide to the Village of Douglas.

General Approach. Serving as an extension of City staff, we propose to perform planning and zoning services to the City on an as-needed and as-directed basis. No work will be undertaken without the authorization of the City, and as the City's planning and zoning consultant, we will direct our loyalty exclusively to you and will commit to avoiding any work for private developers or applicants in the City of the Village of Douglas without your consent for the duration of our engagement. The following items are some of the services that we anticipate performing:

- Communication with City staff and officials on planning and zoning matters. We will serve the community by providing support to staff in answering zoning inquiries and in providing counsel in the general administration and coordination of day-to-day planning and zoning activities, as needed.
- Attendance at Planning Commission and other staff meetings, as requested. Our role at meetings will be defined by City leadership, staff, and the chairperson of each board. In most instances, our role at Planning Commission or ZBA meetings includes professional support and guidance to facilitate effective decision-making. This could also include the preparation and presentation of staff reports, professional advice, and guidance relative to general parliamentary procedures. We will also counsel city staff on similar matters to ensure effective and defensible decision-making.
- Written (and/or verbal) review and recommendation of development-related applications, as requested; which may include, but are not limited to, zoning permits, land divisions, special land uses, zoning amendments, PUDs, variances, site condominiums,

subdivisions, private roads, and site plans. We will prepare staff reports for applications requiring Planning Commission approval, as directed, and will provide advice and counsel to city staff regarding the preparation of these reports, as needed.

- Assistance with Planning Commission and Zoning Board of Appeals meeting agenda preparation, assembly of meeting packets, and public notice preparation and distribution in accordance with applicable statutes. We can also assist in the preparation of meeting minutes, as requested.
- Coordination with City staff and the Planning Commission regarding the preparation of special studies, as requested, and as may be subject to contract adjustments depending upon the scope of the project.

Of course, we can provide additional services not listed above and the City can elect to have Williams & Works perform as many, or as few, of these tasks as desired.

Staffing. We propose that Andy Moore, AICP serve the Village of Douglas for this assignment as the project manager. Mr. Moore has approximately 16 years of experience in long-range planning, zoning, recreation planning, GIS, and community engagement in west Michigan. Mr. Moore will be supported primarily by Nathan Mehmed, AICP. Mr. Mehmed is a senior planner and project manager with the firm who works with numerous communities with a wide variety of planning and zoning assignments. He has seven years of experience in master planning, recreation planning, transportation planning, zoning, and GIS. Additional staff members are also available to assist with this assignment, as needed. Professional resumes for the Williams & Works planning group are attached to this letter.

Professional Fees and Billings. We propose to serve the City of the Village of Douglas on an hourly reimbursable basis. Where appropriate, we will provide itemized billings for the City, listing the service provided to the City to allow for easy billing to applicant escrow accounts and appropriate bookkeeping. For reference, our 2020 hourly billing rates are as follows:

<u>Staff Member</u>	<u>Hourly Rate</u>
Executive	\$125
Senior Planner	\$100
Project Planner	\$95
Community Planner	\$80
Landscape Designer	\$95
Graphic Designer	\$70

The advantage of a time-and-materials approach from the City's perspective is its efficiency in that the City only pays for services actually rendered. Since the City will have ultimate control over the level of effort expended, it can modulate the planning expense by having us increase or decrease our activities under its direction. This is the approach most of our clients prefer because they are in control of their planning expense, as we only work when directed and only charge accordingly. This approach also enables efficient reimbursement to the community from

applicant escrow accounts because we are able to apportion our charges to particular applicant activities. While monthly fees will vary under this approach based on the workload, for budgeting purposes, we can estimate a particular level of effort and even establish a maximum billing which would not be exceeded in any month without prior authorization.

Additional Services. As you know, Williams & Works also provides surveying and municipal engineering services to clients across west Michigan and our staff of engineers has extensive experience working with local units of government on projects include street design, water distribution, wastewater collection, non-motorized trail design, grant acquisition, and many other specialties. This multi-disciplinary aspect of our firm will give the City immediate access to a team with an impressive array of skills available on an as-needed basis, in addition to solid planning and zoning expertise. At a minimum, this capability will serve the City well in its review of complex site plans to ensure that site grading and infrastructure plans meet best practices and applicable City, County, and state standards and regulations.

Additionally, Williams & Works has a fruitful history with the City of the Village of Douglas dating back to 2009. We have served as the City's Planner and Zoning Administrator on an interim basis several times over the years, so we are familiar with some of the issues and challenges facing the community. Furthermore, we assisted the Village of Douglas with its *Our Douglas Vision* Master Plan in 2016, and also provided some limited assistance to the Tri-Communities Master Plan effort in 2017. This institutional knowledge provides us with a solid foundation on which we will continue to serve the City and its citizenry in the coming months.

We will be happy to discuss this proposal further should you have questions. If this proposal is acceptable to you, we will provide for your review and signature a professional services agreement (PSA) that incorporates the terms of this proposal. Andy Moore, AICP is an Executive with the firm and the Planning Group Lead, and is authorized to commit the firm to the terms of this proposal.

Thank you again for thinking of the planners at Williams & Works to provide planning services to the Village of Douglas. If you have any questions about our services or our proposed arrangement, please feel free to contact me at any time.

Sincerely,

Williams & Works, Inc.

(via email)

Andy Moore, AICP
Executive and Planning Group Lead

c: Nathan Mehmed, AICP



ANDY MOORE, AICP

executive + planner

moore@williams-works.com

Community Planning



GIS Mapping



Project Management



Public Engagement Facilitation



Zoning Administration



EDUCATION

B.S., Geography
Grand Valley State University

REGISTRATIONS AND CERTIFICATIONS

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association

Michigan Association of Planning

Kent Career Technical Center
Engineering / Draft Advisory Committee

Grand Valley State University
*Distinguished Alumnus-in-Residence Geography and
Planning (2012)*

Andy Moore is a planner and project manager for the Williams & Works planning group. He joined Williams & Works in 2004 after receiving his undergraduate degree from Grand Valley State University. In 2012, he was honored by GVSU's Geography and Planning department as their Distinguished Alumnus-in-Residence. In addition to planning, he also provides GIS services and is one of the company's network administrators. He works with numerous clients in all facets of community planning and zoning, ranging from the development of Master Plans and Zoning Ordinances to assistance with day-to-day planning issues for client communities.

Before joining Williams & Works, Andy worked with Ottawa County GIS, the City of Grand Rapids Planning Department, and The Rapid, the Grand Rapids area mass transit system.



NATHAN MEHMED, AICP

senior community planner

mehmed@williams-works.com

Community Planning



GIS Mapping



Public Engagement Facilitation



Zoning Administration



Transportation Planning



EDUCATION

M.P.A., Urban and Regional Policy and Planning
Grand Valley State University

B.S., Geography and Planning
Grand Valley State University

REGISTRATIONS AND CERTIFICATIONS

American Institute of Certified Planners

Charrette System Certification Training
National Charrette Institute

Zoning Administrator Certificate
Michigan State University

PROFESSIONAL AFFILIATIONS

American Planning Association

Michigan Association of Planning

Michigan Communities Association of Mapping
Professionals

Gamma Theta Upsilon -International Geographic
Honor Society

Pi Alpha Alpha - International Honor Society for
Public Affairs and Administration

As a Community Planner for Williams & Works, Nathan's responsibilities include urban planning for multiple clients, planning support, and GIS mapping utilizing the technical and theoretical knowledge of his diverse educational background. Before joining Williams & Works, Nathan worked while pursuing his Master's Degree in Public Administration with the West Michigan Regional Planning Commission. Additional work experience includes employment with MainStreet Planning Company, Allendale Charter Township, and the City of Grand Haven Department of Planning and Community Development.

Nathan has assisted a variety of communities with zoning administration, master plan updates, GIS projects, non-motorized plans, and recreation plans. More specifically, Nathan assisted the City of Belding DDA analyzing negative capture through GIS spatial analysis, allowing them to become fiscally robust once again.

In addition to professional roles, Nathan has served on multiple conference committees for the Michigan Association of Planning and volunteered to provide student mentoring at the Michigan Association of Planning Student Conference.



BRAD KOTRBA, AICP-CANDIDATE

senior planner

kotrba@williams-works.com

Comprehensive & Strategic Planning	<div></div>
Community & Economic Development	<div></div>
Financial Modeling	<div></div>
Market Analysis	<div></div>
Socio-economic Forecasting & Modeling	<div></div>

EDUCATION

M.U.R.P., Urban and Regional Planning
University of Michigan

B.S., Urban and Regional Planning
Michigan State University

REGISTRATIONS AND CERTIFICATIONS

Graduate Certificate in Real Estate Development
(G.C.R.E.D.)

PROFESSIONAL AFFILIATIONS

American Planning Association
Michigan Association of Planning
Project Management Institute
US Green Building Council (LEED)
Transportation Professional Certification Board
Urban Land Institute

Brad Kotrba, is a Senior Planner with Williams and Works' Planning Group. Brad has worked in the planning and development field for nearly a decade, working for both local and regional governments, as well as in private practice. Before joining Williams & Works he worked for ROWE Professional Services Company, Watermark Partners, Northwest Georgia Regional Commission and the City of Bay City.

Brad believes that community integrity can only be achieved when the client and its valued stakeholders are brought together to create a comprehensive vision for their community.

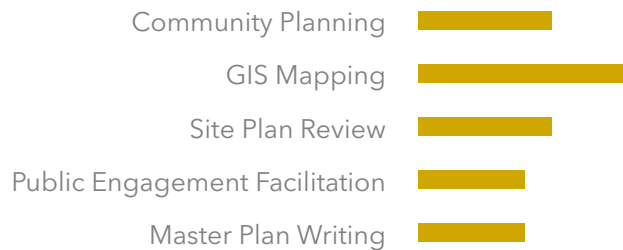
Brad was awarded the 2016 ULI Michigan Real Deal Development Award for his 3131 Biddle Avenue mixed-use community development project in Wyandotte, Michigan, which was developed in cooperation with the Wyandotte Downtown Development Authority. Brad also served as a design editor for the AGORA Journal of Planning and Design; the journal's twelfth edition Semblance was awarded the Douglas Haskell Award by the Center for Architecture in 2018. He authors articles for the Journal's website on community planning issues such as small-town economic development challenges.



WHITNEY NEWBERRY

community planner

newberry@williams-works.com



EDUCATION

M.S., Geography
Western Michigan University

B.S., Environmental Biology
Cornerstone University

PROFESSIONAL AFFILIATIONS

American Planning Association

Michigan Association of Planning

Gamma Theta Upsilon International Geographic
Honor Society

Whitney Newberry is a Community Planner for the Williams and Works Planning Group. She first interned at Williams & Works after completing her Masters Degree in Geography with a concentration in GIS and joined the team full-time in 2019.

Whitney has assisted communities with a variety of community planning and zoning needs, including GIS projects, master plan updates, and zoning ordinance revisions.

Whitney's research background specializes in non-motorized pathways and the impact of human management in natural areas. She interned at the North Country National Scenic Trail Association and won the 2016 IMAGIN SPPC Best Cartographic Design for a map of the North Country Trail through Tahquamenon Falls State Park. Her Master's thesis compared alternative route alignments for the North Country Trail through Calhoun County, Michigan, through public input and an overlay analysis in ArcGIS Desktop. She also helped lead a Land Management Research Grant Team at Pierce Cedar Creek Institute in 2019, utilizing ArcGIS Pro and Collector to study the impact of human management on prairie biodiversity.



MALEAH RAKESTRAW, ASLA

landscape & urban designer

rakestraw@williams-works.com

Urban Design & Site Development	<div></div>
Graphic Visualization	<div></div>
Public Engagement Facilitation	<div></div>
Horticultural Design	<div></div>
Public Space Planning	<div></div>

EDUCATION

M.A., Environmental Design
Michigan State University

B.A., Landscape Architecture
Michigan State University

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects,
Michigan Chapter Executive Committee

Michigan State University Student Chapter
of the ASLA, Past Vice President

TECHNICAL SKILLS

Design Development
Illustrative Site Plan Production
3-D Modeling & Perspective Rendering

As Williams & Works' first landscape designer, Maleah has a strong focus on the creation of place through the physical realm.

She is an alumna of Michigan State University where she studied both landscape architecture and environmental design. With a passion for site planning and visualization, her professional experience has expanded to include a variety of projects ranging from large-scale residential developments and park planning to urban design and community engagement. She is a published co-author in the Journal of Current Urban Studies and has been a past speaker for the National Signage Research & Education Conference.

Maleah recently finished her term on the state chapter executive committee for the American Society of Landscape Architects and currently sits on Downtown Grand Rapids, Inc.'s GR Forward Goal 1 Alliance Group focused on river activation and restoration.



KIM NGUYEN

graphic designer

nguyen@williams-works.com

Public Engagement Materials	<div></div>
Plan Document Layouts	<div></div>
Logos/Branding	<div></div>
Website	<div></div>
Planning Graphics	<div></div>

EDUCATION

B.F.A., Digital Media
Kendall College of Art and Design

TECHNICAL SKILLS

Adobe Photoshop
Adobe Illustrator
Adobe InDesign
Microsoft Office
HTML/CSS

As an illustrator and designer, Kim enjoys bringing a strong attention to detail and a different perspective to the planning team at Williams & Works. Kim's responsibilities have included designing plan documents (East Lansing Master Plan, Comstock Charter Township Master Plan, Roosevelt Park Area Specific Plan), project-specific websites, and various logos and iconography for planning project cohesion.

Kim has years of experience in designing materials for facilitating public engagement such as advertisements and fliers for both digital and print, activity and survey hand-outs, and informational boards for charrettes and public meetings. Recently, Kim designed and assisted in implementing an art crosswalk as part of an interactive engagement activity for the Grand River Design Guidelines. Kim is extremely versatile; Other notable projects include designing wayfinding signage for the city of Lowell and cross-sectional diagrams for street reconstruction in Grand Rapids.



CITY OF LOWELL

Planner of Record

Kent County, Michigan

The City of Lowell is picturesquely located at the confluence of the Flat River and the Grand River in eastern Kent County. The community sits at the growing edge of the Grand Rapids metropolitan area and is known for its character as a trail-friendly community and its historic downtown overlooking the Flat River.

Williams & Works currently assists the City in the capacity of Planner of Record, which involves serving the City on all pertinent planning and zoning matters. Williams & Works assists the City with all phases of planning and zoning, including reviewing and providing recommendations on requests for rezoning, special land use approval, site plan approval, and other matters.

In 2017 and 2018, Williams & Works assisted with the development of a new 5-Year Parks and Recreation Plan and has been working the Planning Commission on revisions to the City's Zoning Ordinance.



REFERENCE

Sue Ullery, City Clerk
City of Lowell
(616) 897-8457



CITY OF SOUTH HAVEN

Planner of Record

Van Buren & Allegan County, Michigan

The City of South Haven is a beautiful community located along the southern shores of Lake Michigan. Known for its sugar sand beaches and bustling downtown, the City is home to many long time residents and a destination for travelers from near and far. As a growing community, the City has found a need for additional planning services to help manage growth and guide applicants through planning processes.

Williams & Works provides planner of record services and weekly office hours for the City of South Haven. Initially, our team was contracted to assist with project reviews, run day-to-day permitting, and field calls and questions regarding planning in the office. With the evolution of our relationship with the city, Williams & Works' planning tasks have expanded to include zoning administration services and support for City Planning Commission, Zoning Board of Appeals, and City Council.



REFERENCE

Kate Hosier, City Manager
City of South Haven
(269) 637-0700



VILLAGE OF SPRING LAKE

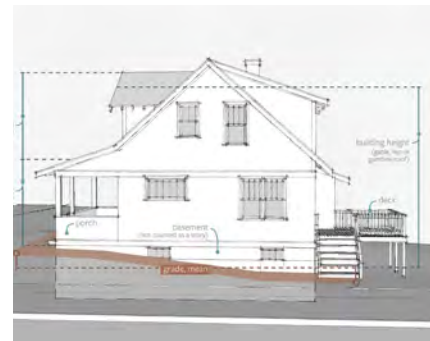
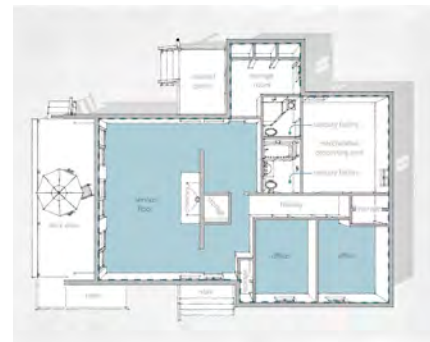
Zoning Ordinance Update

Ottawa County, Michigan

The Village of Spring Lake is a small waterfront community located on a peninsula at the confluence of the Grand River and Spring Lake near Grand Haven. Following the adoption of a new Master Plan in 2017, the Village retained Williams & Works to rewrite its Zoning Ordinance. The purpose of the update was to (1) implement the policies of the new Master Plan, (2) bring the Zoning Ordinance into compliance with Redevelopment Ready Communities best practices, and (3) modernize the code and address contemporary zoning issues.

The process to update the Zoning Ordinance involved community feedback at a local club, in addition to stakeholder meetings to discuss certain issues of importance to the community. The revamped Ordinance also contains a robust graphics package, with simple and easy-to-understand regulatory language.

The new Ordinance was expected adopted in 2020.



REFERENCE

Lukas Hill, AICP, Zoning
Administrator
Village of Spring Lake
(616) 842-1393



BLENDON TOWNSHIP

Planner of Record

Ottawa County, Michigan

Blendon Township is located in southern Ottawa County and is host to a variety of natural features and open spaces that form the character and contribute to the high quality of life in the township. As planner of record, Williams & Works assists this rural community in making land use decisions that preserve its scenic and rural character and reflect its agricultural heritage.

Services include reviewing and providing staff reports and recommendations for all special land use and site plan approval requests; reviewing zoning amendments, and assisting Township staff in all matters related land use and zoning on an as-needed basis.

Williams & Works recently developed an update to the Township Master Plan, which seeks to guide development to areas are best equipped for it while preserving key open spaces and natural features. This updated Plan was adopted in early 2018.



REFERENCE

Kurt Gernaat
Fire Chief
(616) 875-7707



VILLAGE OF MIDDLEVILLE

Planning/Zoning Services

Barry County, Michigan

The Village of Middleville is a Redevelopment Ready Certified (RRC) community located on the scenic Thornapple River in northern Barry County. Home of historic neighborhoods and the Bradford White Corporation, the Village has seen steady growth in new housing developments and downtown revitalization.

In 2017, the Village retained Williams & Works on an interim basis to provide in-office planning and zoning administration. The service relationship called for one half-day of office hours each week and the staffing of Village Planning Commission meetings. Staffing included the approval of planning and zoning permits, site plan review, and meetings with potential developers and residents.

Williams & Works has also assisted the Village with updates to the Village Master Plan, Joint Planning Area assistance with Thornapple Township, Parks and Recreation planning, and geographic information systems (GIS) implementation. In addition to being the Village's planning consultant, Williams & Works is also the Village's engineer.



REFERENCE

Brian Urquhart, Assistant Manager &
Zoning Administrator
Village of Middleville
(269) 795-3385
urquhartb@villageofmiddleville.org



CITY OF GRAND HAVEN

Hybrid Zoning Ordinance & Zoning Ordinance Update

Ottawa County, Michigan

Williams & Works assisted the City of Grand Haven in rewriting its zoning ordinance in 2006, and assisted in the zoning ordinance update in 2020. Changes included an update to the zoning map, the development of design standards for selected neighborhoods in the City, and the creation of comprehensive graphics to illustrate the ordinance text. The previous ordinance restricted the ability of the City and land owners to make the best use of the development potential in the community. With a shifting marketplace that demands a greater mix of land uses and more creativity in design, the City's zoning ordinance was frequently more of an obstacle than an effective set of tools to regulate development form.

Williams & Works developed a new zoning ordinance that achieves a balance between the regulation of form in the private and public realm, while preserving a realistic regulatory structure related to land use. The new ordinance is a hybrid with elements of form based regulation, while ensuring that the land use expectations of existing property owners and the sensitive dune environments are respected.



REFERENCE

Jennifer Howland, Community Development Manager
City of Grand Haven
(616) 847-3490



ORONOKO CHARTER TOWNSHIP

Planner of Record

Oronoko Charter Township, Michigan

Located in the heart of Berrien County, Oronoko Charter Township is a predominately agricultural community which enjoys diversity in its people as well as its land uses. While population growth has leveled off in recent years, many believe that the community is poised to experience strong population growth in the coming years with the opening of the US-31 bypass and the continuing growth of Andrews University. It is important that the Township be in the best position to guide and direct growth, so new development does not dramatically change the character of the Township.

Williams & Works has provided ongoing planning services for the Township as the Planner of Record for nearly ten years.

Williams & Works assisted the Township in developing a Master Plan and updating the Zoning Ordinance in 2009-2011. More recently, Williams & Works led a successful efforts to update the Township Parks and Recreation Plan in 2013 and 2018, and also assisted with the development of a Place-Based Code along M-139 in Oronoko Township and the Village of Berrien Springs.



REFERENCE

Rich Kubsch, Zoning Administrator
Oronoko Charter Township
(269) 471-2824



DOWNTOWN GRAND RAPIDS INC.

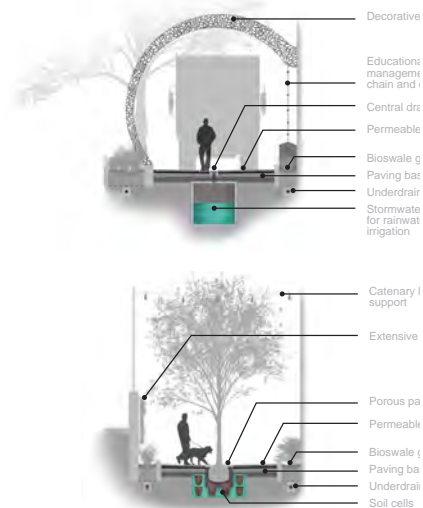
Miscellaneous Alley Conceptual Design

Kent, Michigan

Located in the heart of Grand Rapids, Miscellaneous Alley runs parallel to Monroe Center. This space currently acts as a service alley, housing waste bins, providing delivery access for several businesses, and informal parking for building tenants. The alley is a connector between several key nodes, such as Rosa Parks Circle, the Grand Rapids Children's Museum, Monument and Veterans Memorial Parks, and has the potential to become both a functional and aesthetic space for building residents and members of the community.

Williams & Works was charged by Downtown Grand Rapids Inc. (DGRI) and the Grand Valley Metro Council (GVMC) in creating a conceptual design and marketing graphics for this alley. Stakeholder meetings kicked off the creative process. Several preliminary designs were then developed and reviewed by DGRI's Alliance Goal 5 group, and adjacent building tenants and property managers.

Through the final conceptual design, the Miscellaneous Alley is re-imagined as a verdant oasis. Sculptural archways form the gates to the garden alley, with dense native plantings and green walls lining the edges. Centrally located, bollards enclose a purely pedestrian space framed with trees, murals, and string lights. The internal area is open and flexible, maintained for non-motorized circulation and as a space for resident gatherings.



REFERENCE

Mark Miller, Managing Director of
Planning & Design
Downtown Grand Rapids, Inc.
(616) 719-4610



WAYFINDING SIGN PROJECT

September, 2018

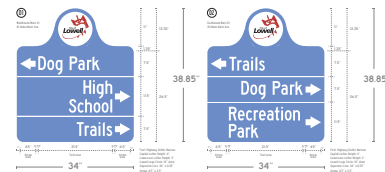
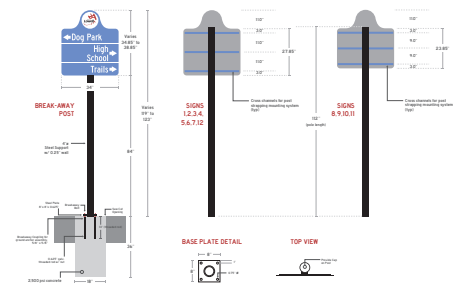
CITY OF LOWELL

Wayfinding Sign Program

Kent County, Michigan

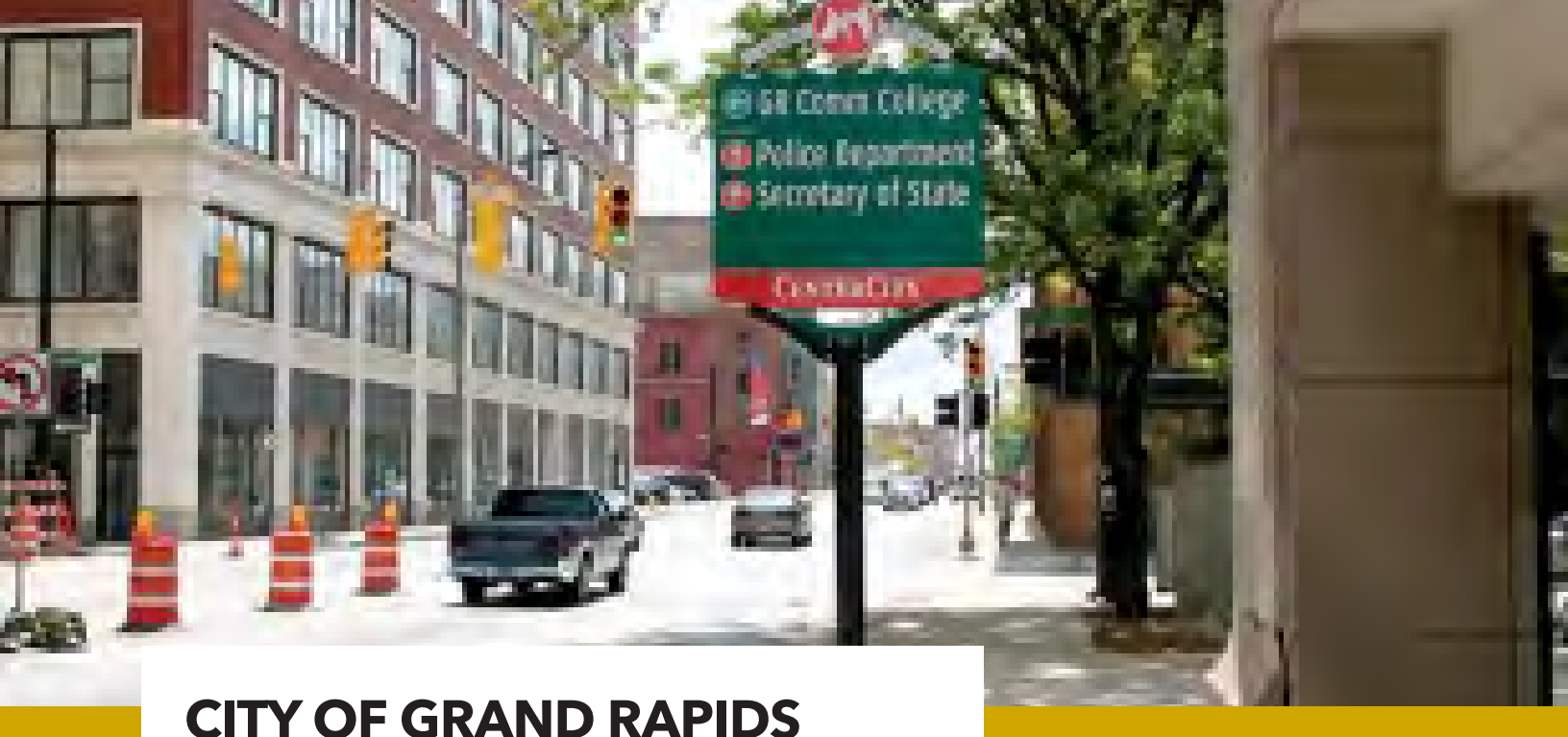
In 2018, Williams & Works oversaw the development of Lowell's wayfinding program, which included 12 signs placed throughout the community. This project furthered the goals set forth in the Lowell Place Plan, following the design plans which laid out methods for traffic calming, streetscape improvements, wayfinding, and non-motorized facilities.

This process included working with a steering committee on the design, coordinating approval with MDOT, ensuring compliance with MDOT's Wayfinding Sign Guidelines, and overseeing the bidding process. Signs were installed in the spring of 2019, enhancing gateways into the City, helping to delineate the public and private realm, and create connectivity between key community assets and the downtown business district.



REFERENCE

Mike Burns, City Manager
City of Lowell
(616) 897 - 8457

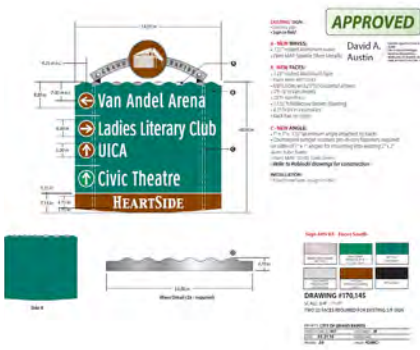


CITY OF GRAND RAPIDS

Sign Maintenance Administration

Kent County, Michigan

For over twelve years, Williams & Works has assisted the City in maintaining the Grand Rapids wayfinding signage system. Our engineers have been active in the assessment of existing signs, the creation of work orders for new or damaged signs, and the approval of updated specifications. Valley City Sign has been honored with a multi year contract to maintain the city's existing wayfinding signs, in which they perform the physical and graphical improvements necessary to maintain this signage system. Williams & Works coordinates with Valley City Sign to help keep the City's wayfinding signage properly maintained, inventoried, and secure.



REFERENCE

Rick DeVries - Assistant City Engineer
City of Grand Rapids
(616) 456 - 3071

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of the Village of Douglas of 86 W Center Street, Douglas MI 49406-0757, (hereinafter "Client"), and Williams & Works, Inc., of 549 Ottawa Ave., N.W., Grand Rapids, Michigan, 49503 (hereinafter "Williams & Works").

SCOPE OF SERVICES. The Client hereby contracts with Williams & Works to perform the following described professional services, hereinafter collectively referred to as the Scope of Services, with regard to the Client's Project as described or referred to herein:

Professional planning services as outlined in Williams & Works' proposal letter dated December 4, 2020

Further, it is agreed that Williams & Works is not providing services pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the rules promulgated thereunder by the Securities and Exchange Commission, that are intended to be or considered to be advice or recommendations regarding financial products or the issuance of debt or securities. Client is responsible for contracting separately with a registered financial advisor to provide all services required by the Dodd-Frank Wall Street Reform and Consumer Protection Act and applicable SEC rules.

WILLIAMS & WORKS' COMPENSATION. Williams & Works shall be paid for all services rendered an hourly reimbursable basis in an amount pursuant to the Scope of Services above.

CLIENT'S REPRESENTATIVE. The Client has designated Mr. Rich Labombard as the official representative of the Client. As such, the Representative shall be responsible for executing any document pertaining to the Agreement or any amendment thereto, and for the approval of all change orders, addenda, and additional services to be performed by Williams & Works.

TERMS AND CONDITIONS. Williams & Works' terms and conditions of contract, as included herewith, shall apply to all work performed by Williams & Works and to all obligations of the Client pursuant to this Agreement, unless otherwise specifically agreed in writing.

ADDITIONAL PROVISIONS. The Client and Williams & Works mutually agree that the rights and obligations of the parties under this Agreement shall be further governed by Additional Provisions, if any are attached hereto, and that such Additional Provisions, together with the Terms and Conditions are intended by the Client and Williams & Works as a final expression and complete and exclusive statement of their agreement

Additional Provisions: ☒ None ☐ Attachment

ENTIRE AGREEMENT/SEVERABILITY. If any element of this Agreement is held to violate the law or a regulation, or whose insurability cannot be confirmed by Williams & Works, it shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the parties have made and executed this Agreement.

CLIENT: _____

WILLIAMS & WORKS, INC.

Signed: _____

Signed: _____

Name: _____

Name: Andy Moore

Title: _____

Title: Executive

Signed: _____

Signed: 

Name: _____

Name: Dan Whalen

Title: _____

Title: Executive

Date Signed: _____

Date Signed: January 25, 2021

TERMS AND CONDITIONS

The following terms and conditions shall be a part of the Williams & Works contractual undertaking to perform professional services and Williams & Works' undertaking to perform such services and to enter into this Agreement is expressly conditioned on Client's assent to such Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of Client, which are expressly objected to and rejected by Williams & Works. Where a client issues a purchase order to authorize Williams & Works' undertaking to perform professional services, that undertaking will be governed solely by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

1. **PERFORMANCE.** Williams & Works shall exercise the normal standard of care and diligence in performing the professional services explicitly described in this contract as normally employed by other professionals performing the same or similar services, but Williams & Works makes no warranty, express or implied, with respect to any services performed hereunder. Williams & Works shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not directly caused by the negligent acts, errors or omissions of Williams & Works.
2. **AMENDMENT/MODIFICATION.** Additional services, modifications or amendments of this agreement shall only be authorized in writing signed by the Client and Williams & Works. All such additional services shall nevertheless be performed by Williams & Works subject to these Terms and Conditions.
3. **SUBCONTRACTORS.** Williams & Works may engage subcontractors on behalf of the Client to perform a portion of the services to be provided by Williams & Works hereunder.
4. **TERMINATION.** This Agreement may be terminated by either party upon fourteen (14) days' prior written notice. In the event of termination, Williams & Works shall be paid up to the effective date of termination for all services rendered by it, and all drawings or other documents prepared by Williams & Works shall remain the property of Williams & Works and not be delivered to Client until all moneys owed to Williams & Works by Client (whether or not such moneys have then become due and payable) have been paid. Williams & Works assumes no liability for the use of drawings and other documents delivered to the Client under this clause, unless specifically agreed to in writing.
5. **PAYMENT.** Williams & Works shall bill for services rendered and reimbursable costs incurred on a periodic basis. Each invoice shall be due and payable within fifteen (15) days of the presentation of the invoice. Invoices over thirty (30) days past due will be charged monthly interest at the rate of seven percent (7%) per annum on the unpaid balance or the highest lawful rate, whichever is less. The Client hereby waives any defense of usury with regard to said rate of interest. Williams & Works may, after seven (7) days' written notice to Client, suspend performance of services until all past due amounts are paid.
6. **DISPUTE RESOLUTION.** Any dispute arising pursuant to any contract to which these Terms and Conditions apply shall be initially submitted to non-binding mediation, unless the parties agree otherwise. Should a dispute not be resolved by mediation, the laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance. In the event of litigation arising from, or related to, this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
7. **INSURANCE.** Upon request, Williams & Works will furnish the Client with a written description of insurance coverages being maintained by Williams & Works which may be related to Williams & Works' performance of services hereunder. No oral representations regarding insurance shall be binding upon Williams & Works.
8. **COST ESTIMATES.** Since Williams & Works has no control over the cost of labor and materials or over competitive bidding and/or market conditions, any estimates of equipment, construction or operating costs will be made on the basis of Williams & Works' experience, but Williams & Works does not warrant the accuracy of such estimates as compared to contractors' bids or actual costs incurred.
9. **INDEMNITY.** Subject to any limitations stated in this Agreement, Williams & Works will indemnify and hold harmless the Client, its officers, directors, employees and subcontractors from and against all claims and actions including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property caused by a professionally negligent act, error or omission of Williams & Works or any of its agents, subcontractors or employees in the performance of services under this contract. Williams & Works will not be responsible for any portion of loss, damage, or liability arising from any contributing negligent acts by the Client, its subcontractors, agents, staff or consultants. The Client will indemnify and hold harmless Williams & Works, its employees, officers, directors, and subcontractors

TERMS AND CONDITIONS (continued)

from and against all claims and actions, including attorney fees, arising out of or related to damages or injuries to persons or property related or connected to the acts of the Client or any of its agents, subcontractors and/or employees.

10. **SITE ACCESS AND SECURITY.** Client shall obtain authorization for entry and use of land as necessary for Williams & Works to perform its Services. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands or waters caused by the performance of any of Williams & Works' services, except for such damage as caused by the sole negligence of Williams & Works.
11. **UNDERGROUND STRUCTURES OR UTILITIES.** In the performance of its services, Williams & Works will take reasonable care and precautions to avoid damage to underground structures or utilities. Client agrees to indemnify, protect and hold harmless Williams & Works from and against all liability, claims, demands, losses, expenses and costs (including attorney's fees) for and damage to or consequential loss from damage to any underground structures or utilities which are not called to Williams & Works' attention or which are not currently shown on plans furnished to Williams & Works, except for such damage as caused by the sole negligence of Williams & Works.
12. **SITE CONDITIONS.** The Client recognizes that the presence of hazardous materials or pollution on or beneath the surface of a site may create risks and liabilities. Williams & Works has neither created nor contributed to this pollution. Consequently, the Client recognizes and hereby acknowledges that this Agreement accordingly limits Williams & Works' liability.
13. **WAIVER.** No waiver, discharge, or renunciation of any claim of right of Williams & Works arising out of breach of this Agreement by Client shall be effective unless in writing signed by Williams & Works and supported by separate consideration.
14. **GOVERNING LAW.** This Agreement shall be deemed to have been made in Kent County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan, existing at the time of the making of this Agreement.
15. **SHOP DRAWINGS.** If shop drawing review is provided under this Agreement, Williams & Works will check and review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and all other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the construction Contract Documents.
16. **DOCUMENTS.** All project documents, drawings, files, working papers or other materials, whether written or electronic, prepared, or furnished to the Client by Williams & Works under this Agreement are intended for the specific purposes of this Agreement only. Any reuse of said documents, drawings, files, working papers or other materials after they have left the custody of Williams & Works shall be at the user's sole risk without liability to, or cause of action against, Williams & Works.
17. **CONSTRUCTION PHASE SERVICES.** When authorized to provide construction observation or construction management services, Williams & Works' liability with regard to the compliance of construction to Construction Documents prepared by Williams & Works shall be only as expressly described in the Scope of Services.
18. **FEDERAL/LOCAL RIGHT TO KNOW COMPLIANCE.** In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, the Client shall provide Williams & Works with a list of hazardous substances in the work place to which Williams & Works employees or subcontractors may be exposed in performance of the Services to be provided under this Agreement. The Client shall also provide a listing of protective measures in case exposure to said hazardous substances occurs.
19. **THIRD PARTY RIGHTS.** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than the Client and Williams & Works.
20. **LIMITATION OF LIABILITY.** The Client agrees that the liability of Williams & Works under this Agreement for Client's damages is limited to the greater of One Hundred Thousand Dollars (\$100,000.00) or the amount of this Agreement.