



**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
AGENDA FOR  
REGULAR COUNCIL MEETING  
GRAND HAVEN CITY HALL\*  
COUNCIL CHAMBERS  
519 WASHINGTON AVE  
MONDAY, DECEMBER 15, 2025  
7:30 PM**

***Cookies with Council**  
The Public is invited to join City Council  
for holiday fellowship and cookies  
at 7:00 p.m. before the Regular Council Meeting*

- 1. MEETING CALLED TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION**

A. Reverend Michael Hughes, St. Matthew Lutheran Church.

- 4. PLEDGE OF ALLEGIANCE**
- 5. REAPPOINTMENTS TO BOARDS & COMMISSIONS**
- 6. NEW APPOINTMENTS TO BOARDS & COMMISSIONS**

A. Estrellita Bazun, Human Relations Commission, term ending June 30, 2028.

B. Leya Ramey, Compensation Commission, term ending December 31, 2028.

- 7. APPROVAL OF CONSENT AND REGULAR AGENDA**
- 8. CONTINUATION OF WORK SESSION (IF NEEDED)**
- 9. CALL TO AUDIENCE – ONE OF TWO OPPORTUNITIES**

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

- 10. PRESENTATION**

- 11. CONSENT AGENDA**

**ATTACHMENT A**

- A. Approve the Special Work Session and Regular Council meeting minutes for December 1, 2025.

- B. Approve the bills memo in the amount of \$543,995.15.
- C. Approve the terms of MDOT AERO Sponsor Grant 2026-0052, in the amount of \$63,000.00 for Design: Six Nested T-Hangers at the Grand Haven Memorial Airport and authorize the Mayor and City Clerk to execute the necessary documents.
- D. Consideration by City Council of a resolution to approve HDR Task Order 018 - Facility Evaluation Report Phase I in the not-to-exceed amount of \$51,672.00 contingent upon Board of Light and Power approval at the December 18, 2025 Board meeting and authorize the Mayor and City Clerk to execute the necessary documents.
- E. Consideration by City Council of a resolution to approve a Professional Engineering Services Agreement with Prein & Newhof, in the not-to-exceed amount of \$8,000.00 for identifying potential trees that violate air space and authorize the Mayor and City Clerk to authorize the necessary documents.

## **12. UNFINISHED BUSINESS**

- A. Consideration by City Council of a resolution to approve a Memorandum of Understanding with Ottawa County and participating municipalities for LexisNexis Services and authorize the Mayor and City Clerk to execute the necessary documents.

## **13. PUBLIC HEARING**

## **14. NEW BUSINESS**

## **ATTACHMENT B**

- A. Consideration by City Council of a resolution to approve awarding the bid to Life EMS as the future ambulance provider for Grand Haven City and authorize staff to proceed with contract negotiations in conjunction with our regional fire partners.

Administration recommends approval.

- B. Consideration by City Council of a resolution to approve a resolution to authorize the City Manager to prepare a survey and report showing the Principal Shopping District improvement.

Main Street DDA recommends approval.  
Administration recommends approval.

- C. Consideration by City Council of a resolution to approve a Lighthouse Management and Operations Agreement with the Grand Haven Lighthouse Conservancy and authorize the Mayor and Clerk to Execute the necessary documents.

Administration recommends approval.

- D. Consideration by City Council of a resolution to approve a Letter Agreement with the US Army Corps of Engineers and pay the associated fee of \$7,705.00 for the City of Grand Haven's continuing use of a storm sewer main on Federal property and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

- E. Consideration by City Council of a resolution to approve a professional services agreement with McKenna for the Centertown Vision Plan update in the not-to-exceed amount of \$20,004.00 and authorize the Mayor and City Clerk to sign the necessary documents.

Planning Commission recommends approval.

Administration recommends approval.

## **15. CORRESPONDENCE & BOARD MEETING MINUTES**

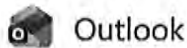
## **16. REPORT BY CITY COUNCIL**

## **17. REPORT BY CITY MANAGER**

## **18. CALL TO AUDIENCE—SECOND OPPORTUNITY**

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

## **19. ADJOURNMENT**



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**Board / Commission Online Application Submission**

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

Date Thu 9/18/2025 3:32 PM

To Clerk <clerk@grandhaven.org>

**First Name:** Estrellita

**Last Name:** Bazuin

**Home Address:** ~~1111 1st St, Grand Haven, MI 49417~~

**City:** Grand Haven

**State:** MI

**Zip Code:** 49417

**Email:** ~~Estrellita.Bazuin@gmail.com~~

**I wish to be considered for:** Appointment

**Application Choices:** Human Relations Commission, Main Street DDA, Other

**If You Chose Other Please Specify:**

**If selected more than 1, please list in order of preference:** 1. Human Relations Commission 2. Main Street DDA 3. Any other applicable vacancies.

**Are you over 21 years of age?:** Yes

**Are you a resident of the City of Grand Haven?:** Yes

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

**Educational Qualifications:** I have a background in the medical field and am Certified Phlebotomist (2010). I graduated from Grand Haven High School in 2007. MCIR volunteer, as well as Medical Reserve Corp Volunteer.

**Place of Employment:** I currently work as a Facilitator for Fresh Coast Alliance overseeing their CLEAR group that operates in Holland.

**Type of Work Performed:** Currently overseeing The CLEAR group, this group is meant for women who are coming home from incarceration and are in need of resources and support while transitioning back into regular society. This group is extremely close to my heart as I believe that it's important to have as many resources in our community as possible so that the community can thrive as a whole. I was able to advocate for mental health and



behavioral services in front of Chief Justice Megan Cavanagh and the Michigan Judicial Council recently and believe that it's our role to help advocate for those who need our help as well as advocate for our local communities.

**Please List Other Relevant Experience:** Most of my employment over the years has dealt with the public, and I feel I best thrive in being able to offer my time to others as a friend and a leader. I have a belief that spreading support to others can truly change an entire community. I have also been a small business owner myself, primarily in online sales, but closely watched my late mother operate her small business Booked for the Season in Center Town in Grand Haven. Observing how each business truly gives back to our community, shaping it, opening doors to others, and making Grand Haven a place that people want to visit and live. It's really important to have a team of people who believe in what Grand Haven has to offer so that we can make sure our community continues to grow and flourish for many years to come.

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Outlook

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**Board / Commission Online Application Submission**

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**From** grandhaven@foxbrightcms.com <grandhaven@foxbrightcms.com>**Date** Wed 9/17/2025 2:22 AM**To** Clerk <clerk@grandhaven.org>**First Name:** Leya**Last Name:** Ramey**Home Address:** *1111 1st St***City:** Grand Haven**State:** MI**Zip Code:** 49417**Email:** *maria.boersma@grandhaven.org***I wish to be considered for:** Appointment**Application Choices:** Compensation Commission, Human Relations Commission**If You Chose Other Please Specify:****If selected more than 1, please list** No preference  
**in order of preference:****Are you over 21 years of age?:** Yes**Are you a resident of the City of** Yes  
**Grand Haven?:****Are you a registered voter in the** Yes  
**City of Grand Haven?:****Educational Qualifications:** MBA from San Jose State University BA  
Industrial/Organizational Psychology from DePaul University**Place of Employment:** SRI International

**Type of Work Performed:** Director, Learning & Organizational Effectiveness: Joined SRI as a Sr. HR Business Partner and was promoted in 2022 to my current position as Director, Learning & Organizational Effectiveness, reporting directly to the CHRO. In this role, I lead a team of experienced HR professionals and program managers. Over the last two years, I have built an integrated talent framework that includes onboarding, performance, leadership development, and employee experience. In addition, I oversee SRI's Belonging work, including Employee Resource Groups.

**Please List Other Relevant Experience:** 15+ years of progressive HR leadership experience in various roles and industries.

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# **Attachment A**

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
REGULAR CITY COUNCIL MEETING  
MONDAY, DECEMBER 1, 2025**

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

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

**Absent:** None.

**Others Present:** City Manager Ashley Latsch, Finance Director Emily Greene, Public Works Director Michael England, and Facilities & Grounds Manager Derek Lemke.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Reverend Doctor Jared C. Cramer, St. John's Episcopal Church.

**APPOINTMENTS**

**APPROVAL OF CONSENT AND REGULAR AGENDAS**

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

**25-225** Council Member **Kallio** moved, seconded by Council Member **Lyon** to amend the agendas by moving the approval of the November 3, 2025, City Council Minutes from Consent Agenda to New Business, and moving Consent Agenda Item C to New Business.

Roll Call Vote:

**This motion carried unanimously.**

**25-226** Mayor Pro-tem **Dora** moved, seconded by Council Member **Fritz**, to approve the agendas as amended.

Roll Call Vote:

**This motion carried unanimously.**

**FIRST CALL TO AUDIENCE**

**Jim Hagen, 400 Lake:** Commented on the proposed Forest Management Plan.

**Jared Cramer, 524 Washington:** Shared that Grand Haven Area Public Schools just announced a snow day for tomorrow.

### **PRESENTATION**

Musical Fountain Committee Chairperson Jerry Troke shared a 2025 post-season update on the Musical Fountain. Of the 107 shows put on this past season, only two of them were repeats, which is a testament to the work of all the volunteer choreographers. Many equipment updates were completed this last spring with more to come before the start of the 2026 season. Chairman Troke also thanked Council Member Sarah Kallio for all her work on the committee prior to being elected to City Council.

### **CONSENT AGENDA.**

**25-227** Approve the Organizational Meeting and Regular City Council Meeting Minutes of November 17, 2025.

**25-228** Approve the bill's memo in the amount of \$826,858.65.

**Attachment A**

**25-229** Approve a resolution to receive and place on file the annual Financial Statements for June 30, 2025, as presented by Vredevelde Haefner LLC.

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

Roll Call Vote:

**This motion carried unanimously.**

### **NEW BUSINESS**

**25-230** Mayor Pro-tem **Dora** moved, seconded by Council Member **Lyon**, to approve a resolution to adopt the updated 2025-2030 Forest Management Plan.

Roll Call Vote:

**This motion carried unanimously.**

**25-231** Council Member **Fritz** moved, seconded by Council Member **Lyon**, to approve a resolution to approve a grant application for the Pre-Development Accelerator Program (PDAP) through the Michigan Infrastructure Office (MIO) in the amount of \$50,000.00 for the Grant Street Reconstruction Project.

Roll Call Vote:

**This motion carried unanimously.**



Mayor Pro-tem **Dora** moved, seconded by Council Member **Fritz** to approve the City Council Meeting Minutes of November 3, 2025.

**25-232** Council Member **Kallio** moved, seconded by Council Member **Fritz**, to amend resolution 25-208 to correctly state “This motion carried unanimously”.

Roll Call Vote:

**This motion carried unanimously.**

**25-233** Mayor Pro-tem **Dora** moved, seconded by Council Member **Fritz** to approve the City Council Meeting Minutes of November 3, 2025, as amended.

Roll Call Vote:

**This motion carried unanimously.**

Council Member **Fritz** moved, seconded by Council Member **Kallio**, to approve a Memorandum of Understanding with Ottawa County and participating municipalities for LexisNexis Services.

**25-234** Council Member **Kallio** moved, seconded by Council Member **Lyon**, to postpone discussions until the complete contract information is received from Ottawa County.

Roll Call Vote:

**This motion carried unanimously.**

## **REPORT BY CITY COUNCIL**

Council Member Kallio encouraged everyone to check-in with neighbors and loved ones during the holiday season.

Council Member Fritz thanked the Department of Public Safety and neighboring Fire Departments for their work to put out a fire that took place next to Fritz Auto Body Shop.

Council Member Lyon thanked Council Member Kallio for her comments to be kind and check-in with community members during the holidays.

Mayor Pro-tem Dora encouraged others to donate to local food banks and toy drives, thanked the Department of Public Works for their work clearing the streets, and shared that the recent snowstorms broke windows on the lighthouse and encouraged everyone to support the work of the Lighthouse Conservancy.

Mayor Monetza shared that the tree lighting in Bolt Park was a great event, the Jingle Bell Parade will be taking place on Saturday December 6, and seasonal overnight street parking bans have begun.

## **CITY MANAGER REPORT**

City Manager Latsch shared that the City Council Strategic Planning meeting will be taking place December 17, 2025, at 5:00 p.m. and encouraged everyone to take the community budget survey on the city website prior to the meeting.

## **CALL TO AUDIENCE SECOND OPPORTUNITY**

## **ADJOURNMENT**

After hearing no further business, Mayor Monetza adjourned the meeting at 8:34 p.m.

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Robert Monetza, Mayor

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Maria Boersma, City Clerk

## Attachment A

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

11.17.25

NEW FUND NUMBER	FUND NAME	WARRANT 11.07.25	ACH WARRANT 11.07.25	WARRANT 11.12.25	ACH WARRANT 11.12.25	CREDIT CARD WARRANT 11.11.25	VOIDS	TOTALS
101	General Fund	\$54,704.36	\$0.00	\$24,890.46	\$122,264.65	\$6,177.87	\$0.00	\$208,037.34
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$22,403.48	\$0.00	\$111.57	\$22,795.74	\$0.00	\$0.00	\$45,310.80
203	Local Street Fund	\$18,677.75	\$0.00	\$111.57	\$2,685.33	\$0.00	\$0.00	\$21,474.65
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brld LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$28,082.50	\$0.00	\$0.00	\$28,082.50
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St. Dist. Dev	\$4,434.31	\$0.00	\$40.49	\$227.00	\$486.82	\$0.00	\$5,188.62
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$10,673.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,673.75
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$0.00	\$0.00	\$0.00	\$43,086.68	\$450.40	\$0.00	\$43,537.08
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$82,379.29	\$0.00	\$0.00	\$153,350.05	\$707.96	\$0.00	\$236,437.30
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$749.37	\$0.00	\$749.37
509	Sewer Authority Operations	\$14,857.08	\$0.00	\$4,254.45	\$179,944.67	\$113.90	\$0.00	\$199,170.10
509	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$2,209.92	\$0.00	\$122.93	\$24,682.73	\$43.14	\$0.00	\$27,058.72
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$0.00	\$0.00	\$190.81	\$29.29	\$0.00	\$0.00	\$220.10
580	City Sewer Fund	\$4,965.40	\$0.00	\$1,744.69	\$156,085.04	\$0.00	-\$430.70	\$162,364.63
591	City Water Fund	\$16,381.61	\$0.00	\$1,488.41	\$16,540.65	\$179.00	\$0.00	\$34,589.67
594	City Marina Fund	\$104.19	\$0.00	\$428.13	\$193.06	\$212.84	\$0.00	\$938.22
597	City Boat Launch Fund	\$988.00	\$0.00	\$40.03	\$270.00	\$0.00	\$0.00	\$1,298.03
661	Motorpool Fund	\$24,070.27	\$0.00	\$480.14	\$18,633.75	\$0.00	\$0.00	\$43,184.16
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
679	Health Benefit Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$32,699.28	\$116,042.79	\$0.00	\$0.00	\$0.00	\$0.00	\$148,742.07
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$289,549.70	\$116,042.79	\$33,903.88	\$768,871.14	\$9,121.30	-\$430.70	\$1,217,058.11

\$1,217,058.11 Total Approved Bills

\$148,742.07 Minus eligible bills for release without prior approval: including Utility,

\$1,068,316.04 Retirement, Insurance, Health Benefit, and Tax Collection Funds

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
SPECIAL CITY COUNCIL WORK SESSION  
MONDAY, DECEMBER 1, 2025**

The Special Work Session of the Grand Haven City Council was called to order at 7:00 p.m. by Mayor Bob Monetza in the Council Chambers of Grand Haven City Hall at 419 Washington Ave, Grand Haven, MI 49417.

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

**Absent:** None.

**Others Present:** City Manager Ashley Latsch and Finance Director Emily Greene.

**PRESENTATION**

Mike Vredevelt of Vredevelt Haefner presented the City of Grand Haven's Fiscal Year 2024/2025 audit. Mr. Vredevelt stated it was a clean audit with zero issues working with city staff to complete.

**ADJOURNMENT**

Mayor Monetza adjourned the meeting at 7:12 p.m.

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Robert Monetza, Mayor

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Maria Boersma, City Clerk

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

12.15.25

NEW FUND NUMBER	FUND NAME	WARRANT 12.10.25	ACH WARRANT 12.10.25	CREDIT CARD WARRANT 12.09.25	TOTALS
101	General Fund	\$74,209.76	\$32,297.07	\$4,578.81	\$111,085.64
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$24.31	\$433.67	\$25.06	\$483.04
203	Local Street Fund	\$47,191.15	\$0.00	\$0.00	\$47,191.15
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev	\$1,663.72	\$286.94	\$424.32	\$2,374.98
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$25,000.00	\$0.00	\$25,000.00
278	Community Land Trust	\$0.00	\$0.00	\$10.00	\$10.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00
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373	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$2,150.60	\$81,935.44	\$0.00	\$84,086.04
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$0.00	\$104.79	\$104.79
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$461.68	\$461.68
509	Sewer Authority Operations	\$7,102.74	\$23,371.66	\$1,096.87	\$31,571.27
509	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$10,582.65	\$31,073.16	\$774.67	\$42,430.48
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$48.85	\$982.78	\$0.00	\$1,031.63
590	City Sewer Fund	\$16,372.92	\$928.99	\$119.91	\$17,421.82
591	City Water Fund	\$15,939.73	\$4,053.26	\$25.06	\$20,018.05
594	City Marina Fund	\$153.98	\$1,133.97	\$453.75	\$1,741.70
597	City Boat Launch Fund	\$40.03	\$0.00	\$0.00	\$40.03
661	Motorpool Fund	\$3,798.63	\$18,643.00	\$38.98	\$22,480.61
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$2,518.90	\$0.00	\$0.00	\$2,518.90
679	Health Benefit Fund	\$0.00	\$0.00	\$0.00	\$0.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$17,893.22	\$116,050.12	\$0.00	\$133,943.34
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00
		\$199,691.19	\$336,190.06	\$8,113.90	\$543,995.15

\$543,995.15 Total Approved Bills

\$136,462.24 Minus eligible bills for release without prior approval: including Utility,

\$407,532.91 Retirement, Insurance, Health Benefit, and Tax Collection Funds 36

## Grand Haven Memorial Airport

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

**FROM:** Tom Manderscheid

**DATE:** November 30, 2025

**SUBJECT:** Agenda Item MDOT AERO Sponsor Grant #2026-0052

### **BACKGROUND**

**The MDOT AERO Sponsor Contract in the amount of \$63,000.00 is to provide funding for the Design: Six Nested T-Hangers at the Grand Haven Memorial Airport. The new hangars will replace the Hangars in Row C.**

The MDOT Sponsor Grant will cover 95% of the total costs for the design and MDOT Administrative cost. The project is in the 2019-2020 Capital Budget and in the Airport Capital Improvement Plan. The local match of 5% or \$3,100.00 will be paid by the Airport fund.

The project will be funded by a MDOT Sponsor Grant #2026-0052 with Federal funding of \$56,700.00 or 90%; State funding of \$3,100.00 or 5% and Local funding of \$3,100.00 or 5%.

### **RECOMMENDATION**

It is requested the City Council adopt a certified resolution approving the terms of MDOT AERO Sponsor Grant 2026-0052, in the amount of \$63,000, for Design: Six Nested T-Hangers at the Grand Haven Memorial Airport, authorizing the Mayor and the City Clerk to execute all necessary documents.

Attachments



**CERTIFIED SIGNATURE RESOLUTION  
FOR MDOT AERO  
Project Authorization 2026-0052**

**WHEREAS**, the City of Grand Haven has the authority to contract with the Michigan Department of Transportation for state and/or federal funds for airport transportation related services; and

**WHEREAS**, the City of Grand Haven does hereby approve MDOT AERO Project Authorization 2026-0052,

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Clerk of the City of Grand Haven, be authorized and directed to execute said agreement for and on behalf of the City of Grand Haven for Grand Haven Memorial Airport;

**CERTIFICATE**

The undersigned duly qualified City Clerk of the City of Grand Haven certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City of Grand Haven held on December 15, 2025.

---

Maria Boersma  
City Clerk  
December 15, 2025

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**CITY OF GRAND HAVEN**  
**CONTRACT FOR A FEDERAL/STATE/LOCAL**  
**AIRPORT PROJECT**  
**UNDER THE BLOCK GRANT PROGRAM**

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and City of Grand Haven (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Grand Haven Memorial Airpark, whose associated city is Grand Haven, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated June 18, 2025 attached hereto and made a part hereof.

**PROJECT DESCRIPTION: CONSTRUCT/MODIFY/IMPROVE/REHAB HANGAR-6  
UNIT T-HANGAR-DESIGN**

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term “PROJECT COST,” as used herein, is defined in Attachment(s) 9, attached hereto and made a part hereof. The PROJECT COST may also include administrative costs incurred by MDOT in connection with the PROJECT.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
  - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
  - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has

been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.
- The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, the FAA Assurances, and the FAA Advisory Circulars, attached hereto and made part hereof.
- In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Sponsor Certifications.
7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

- 8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST.
- 9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

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

IT IS FURTHER AGREED THAT:

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

Federal Share .....	\$56,700
Maximum MDOT Share .....	\$3,150
SPONSOR Share .....	<u>\$3,150</u>
<i>Estimated</i> PROJECT COST .....	\$63,000

12. The PROJECT COST may be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of the costs, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligation shown in Section 11 or the revised maximum MDOT obligation set forth in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

Alternatively, the PROJECT COST may be met in whole with federal funds granted to MDOT by the FAA through the block grant program. Upon final settlement of the costs, the federal funds will be applied to one hundred percent (100%) of the PROJECT COSTS up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13.

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

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Manager of the Airport Development Section of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations shown in Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.
15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

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



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

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years if the PROJECT has not yet begun.
17. Any approvals, acceptances, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and/or inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and/or inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections by MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.

18. With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:
  - a. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in

State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the “contractor”) further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

- b. The SPONSOR will carry out the applicable requirements of MDOT’s DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.
19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.
20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. With regard to claims based on goods or services that were used to meet the SPONSOR’s obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State

of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

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

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

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give, nor will it be interpreted as giving, either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award (the date of the final signature) through twenty (20) years.
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

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

CITY OF GRAND HAVEN

CITY OF GRAND HAVEN

By: \_\_\_\_\_  
Authorized Signer

By: \_\_\_\_\_  
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director

The logo for the Michigan Department of Transportation (MDOT) is displayed in the background. It features a green silhouette of the state of Michigan on the left, followed by the letters "MDOT" in a large, blue, serif font. Below "MDOT", the words "Michigan Department of Transportation" are written in a smaller, green, sans-serif font.

Project No. B-26-0038-3922  
Job No. 122326PE  
**AIP**

Eligibility	Federal	State	Local	Total	Job Number
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MAC Approval: 7/16/2025

INITIATOR: ZB

QA: EL

**ATTACHMENT X**  
**REQUIRED FOR ALL PROJECTS**  
**Notification of Required Federal Program Information to**  
**Sub-recipients for Federal Funding**

1. Does this project receive Federal funds? Yes
2. Recipient's Name: CITY OF GRAND HAVEN
3. Recipient's UEI Number: DUNS 07-258-1085 / UEI LHCRQXLJJWV1
4. Amount of Federal funds: \$56,700
5. Federal Grant Number(s): SBGP 14423
6. Grant Award Date(s): 8/4/23
7. MDOT Project Number: B-26-0038-3922
8. Project Description: See Project Description on page one (1) of this contract.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106  
Federal Aviation Administration  
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-144-2023
11. Federal Award Date: 8/4/23
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 8/2/27
14. Amount of Federal Funds obligated by this action: \$56,700
15. Total amount of Federal Funds obligated: \$56,700
16. Total amount of the Federal award: \$56,700
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:  
**Director Bradley C. Wieferich, P.E., Michigan Department of Transportation**  
**425 West Ottawa Street, Lansing, MI 48909**
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A



## **ATTACHMENT 9**

### **SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING ONLY PRELIMINARY/DESIGN ENGINEERING AT ALL CLASSIFICATIONS OF AIRPORTS**

1. The PROJECT COST will include the cost of the consultant hired to do preliminary/design engineering for the PROJECT.
2. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.
3. In addition to the requirements of paragraph 2 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties prepared by an appraiser on the DEPARTMENT's list of approved appraisers.

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

4. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
5. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.

## **APPENDIX A**

### **PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

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

Revised June 2011

## **Appendix B**

*(Aeronautics)*

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

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

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

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

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

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

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

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

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

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

# APPENDIX F

## GENERAL CONDITIONS

(Any Reference to FAA includes MDOT where applicable.)

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.



## APPENDIX F

### **9. Suspension or Debarment.**

The State must:

- A. Immediately disclose to the FAA whenever the State:
  - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
  - 2. Suspends or debars a contractor, person or entity.

The Subgrantee must:

- B. When entering into “covered transactions”, as defined by 2 CFR 180.200:
  - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
    - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
    - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - 2. Require prime contractors to comply with 2 CFR 180.330 when entering into lower-Tier transactions (e.g. Sub-contracts).

### **10. Ban on Texting When Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

## APPENDIX F

### **11. Trafficking in Persons.**

- a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
  - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  - 3. Using forced labor in the performance of the agreement, including subcontracts or sub-agreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
  - i. Is determined to have violated the Prohibitions; or
  - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
    - 1. Associated with performance under this agreement; or
    - 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

**12. Exhibit A Included with Grant Application.** The Exhibit “A” updated on the date shown on the Exhibit A, submitted with the project application, is made a part of this grant agreement.

### **13. Co-Sponsor.**

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

### **14. Audits for Public Sponsors.**

A subgrantee expending \$750,000 or more of Federal awards in a fiscal year must conduct a single or program specific audit in accordance with 2 CFR part 200 part 200.

## APPENDIX F

### **15. System for Award Management (SAM) Registration and Universal Identifier.**

A. Requirement for System for Award Management (SAM): Unless the subgrantee is exempted from this requirement under 2 CFR 25.110, the subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
3. Data Universal Numbering System: DUNS number means the nine-digit number Established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (866-606-8220) or on the web at <http://fedgov.dnb.com/webform>).

### **16. Employee Protection from Reprisal.**

A. Prohibition of Reprisals-

1. In accordance with 41U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal office or employee responsible for oversight of a grant program;
  - v. A court or grand jury;
  - vi. A management office of the grantee or subgrantee; or vii. A Federal or State regulatory enforcement agency.

## APPENDIX F

- B. Submission of Complaint- A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General {OIG} for the U.S. Department of Transportation.
- C. Time Limitation for Submittal of a Complaint- A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- D. Required Actions of the Inspection General- Actions, limitations and exceptions of the Inspector General's office are established under 41U.S.C. § 4712{b}.
- E. Assumption of Rights to Civil Remedy- Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41U.S.C. § 4712(c).

### 17. Land Acquisition.

- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	<b><u>ARFF and SRE EQUIPMENT AND VEHICLES:</u></b> The Sponsor agrees that it will: 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	<b><u>EQUIPMENT OR VEHICLE REPLACEMENT:</u></b> The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.
Airport	ARFF Equipment - Off-Airport Storage	<b><u>OFF-AIRPORT STORAGE OF ARFF VEHICLE:</u></b> The Sponsor agrees that it will: 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	<b><u>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):</u></b> The Sponsor agrees that it will: 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

<sup>1</sup> Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<p>requirements for the AWOS;</p> <p>3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and</p> <p>4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>
Airport	ALP & AIP Funded Construction	<b>AIRPORT LAYOUT PLAN:</b> The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
Airport	Lighting - Operation and Maintenance	<b>LIGHTING:</b> The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
Airport	Temporary NAVAIDS	<b>TEMPORARY NAVAIDS:</b> The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.
Airport	Construction on land not yet acquired/ Good Title	<b>NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED:</b> The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.
Airport	Construction on land not yet acquired/ Good Title	<b>TITLE EVIDENCE:</b> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) <b>N/A</b> until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	DBE Plan	<b><u>DBE PLAN:</u></b> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	<p><b><u>ENVIRONMENTAL:</u></b> The environmental approval for this project was issued on the date/s shown in Aeronautics' Michigan Department of Transportation's computer program AeroPM. This project includes the following mitigation measures:</p> <p>Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures.</p> <p>The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.</p>
Airport	EMAS	<p><b><u>EMAS BLOCK PRE-PURCHASE:</u></b> The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks.</p> <p>The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.</p>
Airport	Equipment	<b><u>EQUIPMENT ACQUISITION:</u></b> The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	<b><u>FRICTION MEASURING DEVICES:</u></b> The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.



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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	<b>NAVAIDS - ILS</b>  Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	<b><u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u></b> The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	<b>Fence - Wildlife</b>	<b><u>WILDLIFE FENCE:</u></b> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
Airport	<b>Land - Revise Exhibit "A" Property Map</b>	<b><u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u></b> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
Airport	<b>Land acquisition -Future Land</b>	<b><u>FUTURE DEVELOPMENT LAND:</u></b> The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.
Airport	<b>Master Plan - Coordination</b>	<b><u>COORDINATION:</u></b> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	NAVAIDS -Operations and maintenance	<b><u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u></b> The Sponsor agrees that it will: 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	<b><u>SITE SELECTION:</u></b> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	<b><u>UTILITIES PRORATION:</u></b> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the utilities specified in the Engineering Plans and Proposal included in the project must not exceed costs agreed upon in the Plans, Proposal, and Contract Changes and then calculated in total as a percent.
Airport	Utility Relocation	<b><u>UTILITY RELOCATION IN PROJECT:</u></b> The Sponsor understands and agrees that: 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	<b><u>OBSTRUCTION REMOVAL:</u></b> The Sponsor agrees to clear Parcel(s) as identified on the Engineering Plans, Proposal, and Contract Changes, as shown on Exhibit "A" Property Map, of the following obstructions: Obstructions as identified and called out on the Engineer Plans, as identified in the field, and as directed by the Engineer and then documented in the As-Built Plans at construction completion prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	Pavement	<p><b><u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u></b> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <ol style="list-style-type: none"> <li>1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;</li> <li>2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;</li> <li>3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> <li>a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> <li>1) location of all runways, taxiways, and aprons;</li> <li>2) dimensions;</li> <li>3) type of pavement, and;</li> <li>4) year of construction or most recent major rehabilitation.</li> </ol> </li> <li>b. Inspection Schedule. <ol style="list-style-type: none"> <li>1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.</li> <li>2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.</li> </ol> </li> </ol> </li> <li>4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:</li> </ol>

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<ul style="list-style-type: none"> <li>a. inspection date;</li> <li>b. location;</li> <li>c. distress types; and</li> <li>d. maintenance scheduled or performed.</li> </ul> <p>Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.</p>
Airport	Pavement Exceeding \$500,000	<p><b><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u></b></p> <p>The Sponsor agrees to:</p> <ul style="list-style-type: none"> <li>a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> <li>(1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.</li> <li>(2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.</li> <li>(3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).</li> <li>(4) Qualifications of engineering supervision and construction inspection personnel.</li> <li>(5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.</li> <li>(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.</li> </ul> </li> </ul>

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<p>b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.</p> <p>c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement.</p> <p>d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.</p>
Airport	Pavement maintenance	<p><b><u>MAINTENANCE PROJECT LIFE:</u></b> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
Airport	RPZ Acquisition	<p><b><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u></b> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	RPZ Acquisition	<b><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u></b> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	RPZ Future Acquisition (This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).	<b><u>ACQUISITION OF THE RUNWAY PROTECTION ZONE:</u></b> Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire the Fee Title or Easement as called out by legal description in signed, applicable agreements separate from this one, as appropriate, in the Runway Protection Zones for runways that presently are not under its control within a reasonable number of years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	VALE equipment	<b><u>LOW EMISSION SYSTEMS:</u></b> The Sponsor agrees that vehicles and equipment included in this subgrant: 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	VALE Recharging System	<b><u>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:</u></b> The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	Building Allowable Costs (Prorate)	<b><u>BUILDING AIP PRORATION:</u></b> For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the items called out in the Project Plans and Proposal, Contract Changes, Amendments, and agreed upon grant increases included in the project must not exceed costs agreed upon in the Exhibit 1 of this contract and any amendments to this contract calculated as a percent of the actual cost of the entire building.
Airport or Noise	Noise Land	<b><u>ACQUISITION OF NOISE LAND:</u></b> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	<b><u>ANNUAL NOISE REPORT:</u></b> As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: <ol style="list-style-type: none"> <li>1) Total noise subgrant funds expended during the fiscal year.</li> <li>2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP).</li> <li>3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP.</li> <li>4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP.</li> <li>5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map.</li> </ol>



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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<p>6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP.</p> <p>7) Other information as required by the FAA.</p>
All Sponsor Types	Plans and Specifications	<b>PLANS AND SPECIFICATIONS PRIOR TO BIDDING:</b> The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	Plans and Specification s Certification	<p><b>PLANS &amp; SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:</b> The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:</p> <p>1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;</p> <p>2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;</p> <p>3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.</p>
All Sponsor Types	Design-Only Subgrants	<b>DESIGN SUBGRANT:</b> This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within <b>four (4)</b> years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.
All Sponsor Types	Force account	<b>FORCE ACCOUNT:</b> The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
All Sponsor Types	Land Acquisition - Revenue and Program Income	<b><u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u></b> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	<b><u>UNIFORM RELOCATION ACT:</u></b> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	Noise - mitigation	<b><u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u></b> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	Noise Mitigation – Private Land	<p><b><u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u></b> The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> <li>1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests.</li> <li>2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.</li> </ol>

# APPENDIX F

## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<p>3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds.</p> <p>4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.</p>
All Sponsor Types	Non AIP work in project	<p><b><u>NON-AIP WORK IN APPLICATION:</u></b> The Sponsor understands and agrees that:</p> <p>1) the Project includes the planning and/or construction of any items specified in the Plans, Proposal, and Contract Changes that is not being funded with any Federal funding in this project;</p> <p>2) although the Sponsor has estimated a total project cost of Costs shown in the Attached Exhibit 1 of this Contract, the total allowable cost for purposes of determining federal participation will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes;</p> <p>3) it must maintain separate cost records for the AIP and non-AIP work;</p> <p>4) all cost records must be made available for inspection and audit by the FAA;</p> <p>5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and</p> <p>6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.</p>
All Sponsor Types	Planning Scope of Work	<p><b><u>PRELIMINARY SCOPE OF WORK:</u></b> This Subgrant is made and accepted upon the basis of a <b>preliminary scope of work</b>. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the</p>

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## Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.
Airport - Non-primary	Fuel farms	<b>FUELING SYSTEM – USE AND OPERATION REQUIREMENTS:</b> This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	<b>REVENUE PRODUCING PROJECT:</b> The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	<b>LAND ACQUISITION:</b> The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

**APPENDIX G**

**PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS**

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

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

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

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

## INSTRUCTIONS

### **PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:**

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

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

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

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

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

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

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

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

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

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

Be sure to sign, title and date this statement.

### **MDOT PAYMENT ANALYST:**

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

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



## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**



1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and



assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

#### **1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### **FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

## **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or



facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by



the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

#### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

#### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  - 1. Describes the requests;
  - 2. Provides an explanation as to why the requests could not be accommodated; and
  - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

TO: Ashley Latsch – City Manager

CC: Eric Law – Water Filtration Plant Superintendent

FROM: Derek Gajdos – Project Management Director 

DATE: December 8, 2025

SUBJECT: HDR Task Order 018 – Coal Combustion Residual (CCR) Management Unit Compliance - Facility Evaluation Report Phase I

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As a requirement of the EPA's Coal Ash Residual (CCR), Legacy Rule, which was enacted in May of 2024, all coal burning or storage operations must conduct a Facility Evaluation Report (FER). This report is broken into two phases. The first phase is due February 9, 2026. The Second phase is due February 8, 2027.

HDR Task Order 018 proposal has been discussed at length with BLP staff over the past year and they have agreed to present the proposal at their December 18, 2025, board meeting.

This task is to determine if there are any locations where the BLP may have temporarily spilled, stored, deposited, or managed CCR on the site which is not in a regulated land fill or a regulated impoundment. HDR has staff and expertise to complete the requirement on time.

Since this is a CCR requirement, these costs are expected to be covered by the BLP. Due to the timing of receiving the proposal, city staff could not present this to the BLP Board at its November 2025 monthly meeting. Therefore, to make the EPA report deadline, the City Council must consider the proposal prior to the December 2025 BLP Board meeting. Therefore, the proposed Council authorization will come with a stipulation that the authorization is only effective if the BLP Board authorizes the Task as well.

Therefore, city staff recommend that City Council authorize Task Order 018 in the not to exceed amount of \$51,672 and authorize the Mayor and City Clerk to execute the necessary documents if the Board of Light and Power authorizes the task at its December 18, 2025, board meeting.



November 11, 2025

Mr. Derek Gajdos  
Program Management Director  
City of Grand Haven  
Grand Haven, MI 49417  
[dgajdos@grandhaven.org](mailto:dgajdos@grandhaven.org)

**Re: Coal Combustion Residual (CCR) Management Unit Compliance  
Former J.B. Sims Generating Station  
Task Order 18**

Dear Derek,

HDR appreciates the opportunity to continue to assist the City of Grand Haven with the Coal Combustion Residuals (CCR) compliance at the former J.B. Sims Generating Station (Sims) owned by the Grand Haven Board of Light & Power (GHBLP). This scope amendment is for HDR to provide services related to the recent CCR regulatory changes.

On May 8, 2024, the United States Environmental Protection Agency (EPA) finalized changes to the Coal Combustion Residuals (CCR) regulations to include regulations for inactive surface impoundments at inactive electric utilities, referred to as "legacy CCR surface impoundments" and for CCR that was disposed of or managed on land outside of regulated units at CCR facilities, referred to as CCR management units (CCRMU). The updated Rule requires groundwater monitoring, corrective action, closure, and post closure care requirements for all CCRMU at covered facilities. This Rule change, referred to as the Legacy CCR Rule, was effective November 8, 2024. Facilities, including the former Sims, are required to complete a Facility Evaluation Report. Facility Evaluation Reports include two parts, the first for records review and the second part for field assessment, with the objective to identify and delineate any CCRMU.

HDR has reviewed the Rule change and there is a requirement for GHBLP to complete a Facility Evaluation Report to determine if there are CCRMU on Harbor Island. A CCRMU means any area of land on which any noncontainerized accumulation of CCR is received, placed, or otherwise managed at any time, that is not a regulated CCR unit. This includes inactive CCR landfills and CCR units that closed prior to October 19, 2015, but does not include CCR used in roadbed and associated embankments.

hdrinc.com

1000 Oakbrook Dr., Suite 200, Ann Arbor, MI 48104-6815  
(734) 332-6300

## Task Order

This scope amendment is for HDR to provide services related to the development of a Facility Evaluation Report and identification of any CCRMU. The initial compliance tasks will be:

- Task 28 - Preparation of a Facility Evaluation Report Part 1 – **this scope and fee**

### PART 1.0 PROJECT DESCRIPTION:

This Task Order 18 for Task 28 is intended to address the requirement noted above, with the preparation of a Facility Evaluation Report Part 1.

Task #	Description
Task 28	Facility Evaluation Report Part 1 (including Work Plan)

### PART 2.0 Scope of Services

The purpose of this Task Order is to confirm whether CCRMU exists at the former Sims through the activities listed in HDR Activities below.

#### HDR Activities

##### Task 28

###### Information Gathering

This task will begin with a review of readily and reasonably available information regarding past and present placement of CCR on the ground at Sims. To support this task, the City with cooperation from GHBLP will gather and provide existing information that may be useful to determine locations at the facility where CCR may have been placed (including spilled) on the ground.

EPA expects that GHBLP would cast a wide net and collect information that could potentially contain useful information to identify the potential locations of CCR placement at Sims. HDR will document this process with the City/GHBLP, identify data gaps, and develop work plan(s) for conducting a physical inspection of the site to locate ash and define boundaries and volumes of CCRMU.

###### Review of Available records

HDR will work with the City/GHBLP to compile and review the following records, per the proposed rule guidance:

- Inspection reports
  - GHBLP Inspection
  - Annual Inspection

- History of construction reports
- Annual groundwater monitoring and corrective action reports
- Facility compliance reports for non-CCR programs (TSCA, NPDES, etc.)
- Alternate Source Demonstration Reports, if available
- Permit applications
- Historical and contemporary monitoring and reporting data
- Facility operating logs and maps
- Site imagery including available historical aerial photographs, site photographs
- Topographic maps, engineering or construction drawings for infrastructure and roads, berms, ponds and/or other physical features at the facility

### **Physical Facility Walkdown**

HDR will perform a site visit to review areas related to potential CCRMU and would request accompaniment by GHBLP personnel aware of ash handling. The purpose of the physical site walkdown is to visually inspect for evidence of CCR placement on the ground. The physical site walkdown will consist of conducting a visual observation of the facility to look for evidence of CCR and to visually verify the information obtained from the information review. The site visit is expected to identify anomalies that warrant further investigation, such as an unnatural topographic rise or depression or an area where unspecified liquid waste was applied over several years. Field work is not anticipated as part of this Task and will be completed as part of a later task.

### **Interviews**

Conduct meetings and interviews with current or former facility personnel and any available state and local officials familiar with the facility and ash handling. The goal of the interview process would be to help gather information relevant to the facility operations and waste disposal processes. The City/GHBLP will identify key individuals that may have direct knowledge of the facility's historic CCR management.

### **Facility Evaluation Report Part 1**

HDR will prepare a Facility Evaluation Report Part 1 that includes a certification from a Michigan P.E. stating that the Facility Evaluation Report meets the requirements at §257.75(c). The report will also include a certification to be signed by the owner or operator or an authorized representative

The Facility Evaluation Report Part 1 will generally contain the following:

- Introduction
- Purpose
- Facility Description
- CCR Management Units (CCRMU) Identified on Maps
- Purpose of each CCRMU

- Physical and Engineering Properties Foundation and Abutment Materials of CCRMU
- Known Spills or Releases of CCR
- Structural Instability
- Groundwater Contamination associated with each CCRMU
- Physical Dimensions of each CCRMU
- Operation Dates of each CCRMU
- CCR Type(s)
- Narrative description of any Closure Activities
- List all data and information indicating the presence or absence of CCRMU at the facility
- Narrative of Data Reviewed
- Supporting Information to Identify and Evaluate CCRMU
- Construction diagrams
- Engineering drawings
- Permit documents
- Waste stream flow diagrams
- Aerial photographs
- Satellite images
- Historical facility maps
- Field or analytical data
- Groundwater monitoring data or reports
- Inspection reports
- Documentation of interviews
- Other documents used
- Data Gaps
- Data Gaps Remedy Work Plans
- Professional Engineering Certification
- Owner Certification

#### **Deliverables**

- Draft Facility Evaluation Report Part 1
- Final Facility Evaluation Report Part 1

#### **Key Understandings and Assumptions**

- While HDR had received documents during the initial project award, operational records were not part of the record transition. HDR assumes 1 day onsite for two HDR personnel to review reasonably ascertainable records provided by the City/GHBLP and to interview GHBLP personnel that are aware of the ash handling at Sims.
- HDR will create a new folder in the shared OneDrive where records reviewed as part of this evaluation is saved and documented.
- Similar to previous CCR documents, EPA is requiring that a P.E. review the documents and information gathered during the initial step of review to draw conclusions regarding the existence of CCRMU at the facility.

- The City/GHBLP will provide HDR with a list of people for the interview.
- The City/GHBLP will facilitate scheduling with people identified for interview.
- Meeting with the City/GHBLP may be combined with the information gathering site visit if the interviews were able to be conducted during that time, otherwise, a virtual meeting can be accommodated.

#### **Schedule**

Upon authorization, HDR will coordinate with the City/GHBPL to select the days where HDR personnel will be at GHBLP to review available records.

#### **Meetings**

Meeting related to this task that is not identified above will be performed under our regularly scheduled meetings under Task 14.

#### **Project Management**

HDR will provide management to initiate, monitor and review technical deliverables for this task. HDR will assign a dedicated Project Manager who will be responsible for the overall execution of this task, including scheduling, coordination with the City and monitoring the scope, schedule, and budget. HDR's Project Manager will update the current Project Management Plan (PMP) to reflect the additional scope, schedule, and budget associated with this task order.

### **PART 3.0 OWNER'S RESPONSIBILITIES:**

- The City/GHBLP will provide HDR with a list of people for the interview.
- The City/GHBLP will facilitate scheduling with people identified for interview.

### **PART 4.0 PERIODS OF SERVICE:**

HDR anticipates that these services will be performed prior to the end of January 2026 provided HDR receive the notice to proceed by November 30, 2025 and the interview and site visits are able to be scheduled in December.

### **PART 5.0 ENGINEER'S FEE:**

The Engineering Fee presented below is based on the 2025 Rate Schedule previously provided by HDR to the City of Grand Haven. For services performed in 2026, a 3% escalation will be applied to the 2025 Rate Schedule. HDR proposes to execute our scope of services for a fee of **\$51,672**.

HDR's fee is based on general adherence to the agreed upon schedule. Significant delays which are not caused by HDR may impact the required fee. In the event of significant changes to the





project schedule, HDR will work together with the City to assess the impact and adjust the fee as required.

Task	Hours	Labor	Subs	Expenses	Total
Task 28 - Facility Evaluation Report Part 1 (including Work Plan)	288	\$50,482	\$0	\$1,190	\$51,672

## PART 6.0 OTHER

None.

## Approval

We appreciate the opportunity to continue this work with the City. If you have questions, please feel free to contact me at 734-332-6405 or [Lara.Zawaideh@hdrinc.com](mailto:Lara.Zawaideh@hdrinc.com).

### ENGINEER

(Approval required by all listed below)

Nov 12, 2021

### Project Manager

Date

Lara Zawaideh, PE ENV SP  
Associate Vice President | Area Business  
Development Leader

### CLIENT

(Approval required by authorized signatory)

### Authorized Signatory:

Date

Robert Monetza  
Mayor

Nov 12, 2021

### Authorized Signatory:

Date

Khaled S. Soubra, PhD, PD, LEED AP  
Vice President | Michigan Area Manager

### Authorized Signatory:

Date

Maria Boersma  
City Clerk

# Grand Haven Memorial Airport

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

**FROM:** Tom Manderscheid

**DATE:** November 24, 2025

**SUBJECT:** Agenda Item: Prein & Newhof Professional Engineering Service Agreement- Staking of trees on all approaches.

## BACKGROUND

**Prein & Newhof Professional Engineering Service Agreement is to provide staking of trees that encroach all approaches at the Grand Haven Memorial Airport.**

This project will include review and analyzing tree clearing, marking trees that need trimming or obstruction removal as necessary and project closeout.

The proposed fee for these services is a Time & Materials fee not to exceed \$8,000.00. The total cost will be 100% costs to the Airport fund.

## RECOMMENDATION

It is requested the City Council adopt a resolution approving the terms of Prein & Newhof Professional Engineering Service Agreement, reviewing and analyzing which trees that are in violation of the air space, marking of the trees that need trimming or removal in the amount not to exceed \$8,000.00, authorizing the Mayor and the City Clerk to execute the necessary documents.

Attachments

November 11, 2025

Mr. Tom Manderscheid

RE: Obstruction Review and Staking

Dear Mr. Manderscheid:

Thank you for the opportunity to provide professional engineering services. It is our understanding that you are seeking to use the UAS data from MDOT to determine which trees need to be removed in the approaches at Grand Haven Memorial Airpark in Grand Haven, MI.

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

- Review and analyze the tree clearing that is required on the approaches to Runways 9/27 and 18/36. Mark trees for obstruction removal as necessary.

Our proposed fee for these services is a Time & Materials fee not to exceed eight thousand dollars \$8,000.00. If the terms of this proposal are acceptable, please sign below. A copy of our standard terms and conditions and fee schedule is attached.

Once our contract is authorized, we anticipate analysis being completed within 3 weeks of MDOT providing the UAS data and staking completed 2 weeks after the analysis is complete. Please contact us if you have any questions or require anything further.

Sincerely,

**Prein&Newhof**



Jonathan Van Duinen, P.E.



Christopher J. Cruickshank, P.E.

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

Accepted by:

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## Fee Schedule

*Effective January, 2025*

Unless otherwise agreed, Prein&Newhof bills for time spent on a project at the hourly rate of the employees assigned. Identified below are the hourly rates for various employee classifications. Hourly billing rates include overhead, fringe benefits, and profit.

<u>Employee Classification</u>	<u>Hourly Billing Rate</u>
Senior Project Manager II, Senior Professional V	\$202
Senior Project Manager, Senior Professional IV	\$186
Project Manager, Senior Engineer III, Senior Professional III, Landscape Architect IV, Senior Technician V	\$170
Senior Engineer II, Senior Professional II, Landscape Architect III, Senior Technician IV, Surveyor IV, Geologist, Lab Manager	\$159
Senior Engineer, Senior Professional, Landscape Architect II, Senior Technician III, Surveyor III	\$149
Engineer II, Senior Technician II, Surveyor II, Senior Office Technician	\$139
Engineer, Senior Technician, Surveyor	\$129
Landscape Architect, Technician IV	\$119
Technician III, Lab Technician, Office Technician	\$108
Technician II	\$95
Technician	\$81

<u>Project Expenses</u>	<u>Billing Rate</u>
Mileage	\$0.70/mile
Direct expenses and sub-consultant costs	Invoice amount plus a 10% charge

## Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise. Engineer may be liable for claims, damages, cost, loss, or expense (including reasonable attorney fees) to the extent caused by the acts, errors, or omissions of Engineer which are negligent, in violation of or not up to the standards of this Agreement, or illegal.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type, other than the standard of care described in B above. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications, and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions; Engineer and Client agree that Engineer will comply with the standard of care described in B above.

## **G. Client Responsibilities**

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client's behalf on all matters related to the Engineer's services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected to services Engineer has not been asked to or paid to perform.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer's performance of services, subject to Engineer's obligation to comply with the standard of care described in B above.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance-with applicable State and Federal Laws.

## **H. Hazardous or Contaminated Materials/Conditions**

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer's services. Client agrees to compensate Engineer for any reasonable costs incident to the discovery of said Materials/Conditions.
3. Client and Engineer acknowledge that neither can guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, as long as Engineer complies with the standard of care described in B above. Client agrees to defend, indemnify, and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed, as long as Engineer complies with the standard of care described in B above.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice, provided that Engineer is truthful and accurate to the best of its ability, and complies with the standard of care described in B above.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

**I. Underground Utilities** - To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to underground utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer, as long as Engineer complies with the standard of care described in B above.

**J. Insurance**

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Engineer shall cause Client, Client's consultants, employees, and agents to be listed as additional insureds with respect to any Engineer insurances related to projects for which Client provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

**K. Limitation of Liability** - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any

cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the Engineer's Professional Liability Insurance (\$3,000,000.00). Recoverable damages shall be limited to those that are direct damages.

Client acknowledges that Engineer is a private corporation, and Engineer acknowledges that Client is a public corporation. Both jointly agree that any claim made by either arising out of any act or omission of any director, officer, or employee of the other, in the execution or performance of the Agreement, shall be made against Client or Engineer, as the case may be, and not against any director, officer, or employee.

**L. Indemnification** - Client and Engineer shall indemnify each other from and against any and all claims, liabilities, losses, and damages, arising from bodily injury or death of any person and/or damage or loss of any property, but only to the extent they result or arise out of the willful or negligent acts, omissions, or errors of Engineer or Client, as the case may be, or their contractors, subcontractors, consultants, or anyone for whom the Client or Engineer, as the case may be, is legally liable. Nothing in this Agreement shall require Client or Engineer to defend the other from claims, or to indemnify the other for any amount greater than the degree of fault of Client or Engineer, as the case may be, or their contractors, subcontractors, consultants or anyone for whom the Client or Engineer, as the case may be, is legally liable. This indemnity shall survive the expiration and termination of the Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitations.

**M. Documents and Data**

1. All documents prepared or furnished by Engineer under the Agreement and paid for by Client are instruments of service, and are and shall remain the joint property of Engineer and Client.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions, or information obtained or derived from electronic media provided by Engineer will be at the risk of the using party.

**N. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions, subject to Engineer's obligation to comply with the standard of care described in B above.

**O. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the Project. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice; the Client shall timely pay any amount not in dispute, and the amount in dispute shall proceed according to R below.



Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis for amounts not in dispute according to R below.

- P. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of termination, including reimbursable expenses, and for shut-down costs reasonably incurred. Shut-down costs may, at Engineer's reasonable discretion, and subject to Client's right to dispute according to R below, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- Q. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- R. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
  2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
  3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Ottawa, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- S. Force Majeure** – Neither Client nor Engineer shall be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond the reasonable control of the Client or Engineer, as the case may be.

- T. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- U. Modification** - The Agreement may not be modified except in writing signed by both parties.
- V. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason, up to the expiration of the applicable statute of limitations.
- W. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
- X. Fee Escalation** - Proposed fees include a three percent (3%) per year cost of living adjustment. Should CPI increase by more than 3% in a year, Engineer reserves the right to adjust fees at the beginning of the following year by the amount of the prior year CPI increase.

4895-3494-5382 v2 [57570-1]

# GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY

## OFFICE OF THE DIRECTOR

DATE: December 2, 2025

TO: Ashley Latsch, City Manager

FROM: Nichole Hudson, Director of Public Safety

RE: Approval to Sign an MOU for Participation in AVCC with Ottawa County Agencies

---



The purpose of this Memorandum of Understanding (MOU) is to formally establish a cost-sharing arrangement between Ottawa County and the participating local law enforcement agencies for LexisNexis public safety data systems, including Accurint Virtual Crime Center (AVCC), eCrash, and eCitation.

Our department already utilizes LexisNexis services, but the City of Grand Haven is not the contract holder. The LexisNexis contract is held entirely by the Ottawa County Sheriff's Office, which enables shared access to these technology platforms countywide. The unified agreement supports improved regional data connectivity and investigative capabilities across jurisdictions.

Following the City Council meeting held on Monday, December 1, questions were raised regarding the timeline of the contract and the MOU. To clarify:

- The master LexisNexis contract aligns with Ottawa County's fiscal year, which begins October 1
- The MOU for cost-sharing does not take effect until it is formally approved and signed by all participating agencies
- The City of Grand Haven joins the shared services upon execution of the MOU.

By entering into this shared-cost agreement:

- We maintain continued access to AVCC, eCrash, and eCitation services
- We improve information-sharing and operational coordination
- We benefit from reduced costs by participating in a countywide subscription rather than paying independently or with another county.
- Costs are allocated proportionally based on sworn officer counts
- This is a budgeted expense.

Under the agreement, AVCC fees increase annually by 3% per contract terms, while the eCrash/eCitation component remains fixed. Ottawa County will make the full payment to LexisNexis and participating agencies — including Grand Haven — will reimburse their calculated share each year.

This collaboration ensures continued access to critical public safety technology while maximizing cost-efficiency for our community.

**INTERGOVERNMENTAL AGREEMENT**  
**Regarding LexisNexis Services Cost Allocation**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 2025, by and between **County of Ottawa**, a political subdivision of the State of Michigan by and through its Ottawa County Sheriff’s Office (“OCSO”), which has offices located at 12220 Fillmore Street, West Olive, Michigan 49460, the **City of Holland**, a Michigan municipal corporation, by and through its Holland Department of Public Safety (HDPS), which has offices located at 89 W. 8<sup>th</sup> Street, Holland, Michigan 49423, the **City of Grand Haven**, a Michigan municipal corporation, by and through its Grand Haven Department of Public Safety (GHDPs), which has offices located at 525 Washington Avenue, Grand Haven, Michigan 49417, **Grand Valley State University**, by and through its Grand Valley State University Police (GVSUP), which has offices located at 11106 Service Drive, Allendale, Michigan 49401, and **City of Zeeland**, a Michigan municipal corporation, by and through its **Zeeland Police Department** (ZPD), which has offices located at 29 W. Main Avenue, Zeeland, Michigan 49464, together herein referred to as the “Parties.”

**Recitals**

WHEREAS: The Parties are “municipal corporations” as defined by the Intergovernmental Contracts between Municipal Corporations Act, known as Public Act 35 of the Public Acts of 1951, MCL §124.1 *et seq.*

WHEREAS: The Parties are acting by and through their respective Law Enforcement Agencies and desire to enter this Agreement relating to services which each would have the power to own, operate or perform separately pursuant to MCL 124.2.

WHEREAS: OCSO intends to secure certain services from LexisNexis (“LexisNexis Services”) as further described in this Agreement.

WHEREAS: The Law Enforcement Agencies of HDPS, GHDPs, GVSUP and ZPD desire to participate with OCSO (“Participating Law Enforcement Agencies”) in the securing such LexisNexis Services.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **SECTION I. PURPOSE OF THE AGREEMENT**

- 1.1 This Agreement establishes the participation commitments of the Participating Law Enforcement Agencies in accordance with the shared payment schedule for services provided under the LexisNexis Accurant Virtual Crime Center (AVCC), eCrash, and eCitation contracts.

## **SECTION II. PARTICIPATING AGENCIES**

- 2.1 The following are the Participating Law Enforcement Agencies:
- Ottawa County Sheriff's Office
  - Holland Department of Public Safety
  - Grand Haven Department of Public Safety
  - Grand Valley State University Police
  - Zeeland Police Department

## **III. LEXISNEXIS SERVICES COVERED**

- 3.1 The following are the LexisNexis Services covered by this Agreement:
- Accurant Virtual Crime Center (AVCC)
  - Accurant for Law Enforcement
  - Accurant for Law Enforcement Mobile
  - eCrash
  - eCitation

## **IV. BASE ANNUAL COSTS AND ALLOCATION METHOD**

- 4.1 Base annual subscription fees for the base year are:
- AVCC total annual subscription fee: \$37,000.00
  - eCrash and eCitation combined annual fee: \$11,233.35
- 4.2 Cost allocation method: each agency's share is determined pro rata by sworn officer counts among participating agencies. The sworn counts used for the allocation are: Ottawa County Sheriff's Office 155, Holland Department of Public Safety 59, Grand Haven Department of Public Safety 33, Grand Valley State University Police 21, Zeeland Police Department 10. The total sworn officer count is 278.

## **V. YEARLY INCREASE POLICY**

- 5.1 The AVCC portion of the contract will increase by three percent (3.0%) annually, compounded each year, to account for contractual price escalations. The eCrash and eCitation combined fee of \$11,233.35 per year is fixed for the term of this Agreement and is not subject to the annual three percent increase. If LexisNexis issues any pricing changes that are not captured by the three percent increase policy above, the parties will follow the renegotiation provision in Section IX.

## **VI. PAYMENT PROCEDURE**

- 6.1 The Ottawa County Sheriff's Office will remit full payment to LexisNexis on behalf of all participating agencies. Each participating agency agrees to reimburse OCSO for its annual share within 30 days of receipt of an invoice from OCSO. Reimbursements will be calculated using the allocation percentages and the applicable year's AVCC amount plus each agency's share of the fixed eCrash and eCitation fee.

## **VII. BASE YEAR COST TABLE AND ALLOCATION PERCENT (YEAR 1)**

<u>7.1 Agency</u>	<u>Sworn Officers</u>	<u>Percent of Total</u>	<u>AVCC Share Year 1</u>	<u>eCrash/eCitation Share Year 1</u>	<u>Total Year 1</u>
Ottawa County Sheriff's Office	155	55.76%	\$20,629.50	\$6,263.20	\$26,892.70
Holland Department of Public Safety	59	21.22%	\$7,852.52	\$2,384.06	\$10,236.58
Grand Haven Department of Public Safety	33	11.87%	\$4,392.09	\$1,333.46	\$5,725.55
Grand Valley State University Police	21	7.55%	\$2,794.96	\$848.56	\$3,643.52
Zeeland Police Department	10	3.60%	\$1,330.94	\$404.08	\$1,735.02

## **VIII. PROJECTED FIVE-YEAR COSTS (AVCC INCREASES 3% ANNUALLY; ECRASH/ECITATION FIXED)**

- 8.1 The following table shows projected annual totals and each agency's combined share for Years 1 through 5. AVCC amounts increase by three percent each year, while eCrash/eCitation remains fixed at \$11,233.35 per year. All amounts are rounded to the nearest cent and based on a 3% annual AVCC increase.

<u>Agency</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Ottawa County Sheriff's Office	\$26,892.70	\$27,511.58	\$28,149.03	\$28,805.61	\$29,481.88
Holland Department of Public Safety	\$10,236.58	\$10,472.15	\$10,714.80	\$10,964.72	\$11,222.14
Grand Haven Department of Public Safety	\$5,725.55	\$5,857.31	\$5,993.02	\$6,132.81	\$6,276.79
Grand Valley State University Police	\$3,643.52	\$3,727.37	\$3,813.74	\$3,902.69	\$3,994.32

Zeeland Police Department	\$1,735.02	\$1,774.94	\$1,816.07	\$1,858.43	\$1,902.06
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Detailed Notes: AVCC totals by year are as follows: Year 1: \$37,000.00, Year 2: \$38,110.00, Year 3: \$39,253.30, Year 4: \$40,430.90, Year 5: \$41,643.83. The fixed eCrash/eCitation amount of \$11,233.35 is allocated each year per the percentages above.

## **IX. WITHDRAWAL AND RENEGOTIATION**

- 9.1 Any local unit may withdraw from participation in this by giving the other parties written notice 60 days prior to the end of the LexisNexis contract year. The pro-rata sharing will be recalculated under the above formula for that ensuing year. In addition, this Agreement will be reviewed and renegotiated when a new LexisNexis contract is required or if LexisNexis issues material pricing changes outside of the three percent AVCC annual increase.

## **X. AMENDMENTS**

- 10.1 Any amendments to this Agreement must be made in writing and approved by authorized representatives of all participating agencies.

## **XI. EFFECTIVE DATE AND SIGNATURES**

- 11.1 The Parties agree that this Agreement constitutes the complete Agreement and understanding between the parties regarding all matters detailed herein. No Party has made any other representations. The captions in the Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions. This Agreement shall be construed, governed and controlled by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the date first above written.

### **COUNTY OF OTTAWA**

Dated: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

### **CITY OF HOLLAND**

Dated: \_\_\_\_\_

\_\_\_\_\_

By: Nathan Bocks, Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_

By: Brenda Katerberg, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Vincent L. Duckworth

Holland City Attorney

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF GRAND HAVEN**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**GRAND VALLEY STATE UNIVERSITY**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF ZEELAND**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



# **Attachment B**

# GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY



## OFFICE OF THE DIRECTOR

DATE: December 2, 2025  
TO: Ashley Latsch, City Manager  
FROM: Nichole Hudson, Director of Public Safety  
RE: Award Contract to Life Ambulance Service

---

The local communities in the Northwest Ottawa area have had a contract agreement for ambulance service with North Ottawa Community Hospital (*which became Trinity Health Grand Haven Hospital*) since 2005. This contract created a baseline for service and included criteria such as minimum ambulance availability/staffing, training, community support, fire call standby and expected response time to emergencies.

Pursuant to the Ambulance Contract, the oversight of the contract requirements was tasked to a local Ambulance Committee. This committee has been comprised of municipal representatives and Fire Chiefs from the communities that includes Grand Haven Charter Township, Grand Haven City, Ferrysburg City, Spring Lake Township (*including the Village of Spring Lake*), Robinson Township, Crockery Township, and a portion of Port Sheldon Township.

In June 2025, area municipalities met to discuss the upcoming contract that is set to expire at the end of the year. Members shared experiences with trending service issues, impact on patient care and expectations for service. There was agreement that the contracted municipalities would speak through appointed representatives of the Ambulance Committee and locally appointed elected officials with the goal of having a single “voice.” At that time, the current EMS provider – i.e., Trinity Health – communicated that they were unwilling to enter a new contract with defined staffing or response time standards.

Based on that decision, the expanded Ambulance Committee – working with the legal firm of Mika Meyers – drafted a Request for Proposal (RFP) that included established criteria used successfully in other local jurisdictions.

Specifically, the RFP included items such as minimum staffing levels, exchanging medical equipment, providing an ambulance at fire standbys, the commitment to invest in local emergency response resources and to collaborate with our communities to meet the evolving emergency response needs.

The RFP was released in early November, and three submissions were received by the November 25<sup>th</sup> deadline. The three submissions received were from:

- ✓ Trinity Health
- ✓ American Medical Response (AMR)
- ✓ Life EMS, Inc

The Ambulance Committee met and completed its review of all submissions received. Each Fire Chief was tasked with scoring RFP submissions utilizing a standardized rating scale. The rating scale included:

- ✓ Does Not Meet
- ✓ Meets
- ✓ Meets with Exception
- ✓ Exceeds with Exception
- ✓ Exceeds without Exception

During this evaluation area Fire Chiefs, Public Safety Directors, municipal Managers, and elected officials met to discuss the RFP criteria including service capabilities, response times, staffing, equipment, and overall ability to meet the needs of our communities, the Review Committee unanimously agreed on Life EMS, Inc as its ambulance service provider based on their overall proposal which included the following:

- ✓ Life EMS committed to a minimum of two ambulances within the response area.
- ✓ Life EMS committed to exchanging both ALS and BLS supplies with first response agencies.
- ✓ Life EMS committed to evaluating ambulance staffing in 6 months based on response time standards.
- ✓ Life EMS committed to providing an ALS ambulance standby at all fire scenes.
- ✓ Life EMS will invest in CAD-to-CAD communications with Ottawa County Central Dispatch.
- ✓ Life EMS will collaborate with a Community EMS Oversight committee to improve EMS for the service area.

Life EMS was the only provider that agreed to the above without any subsidy.

The Grand Haven Area Communities recommend that all communities enter a contract with LIFE EMS based on the RFP and their response.



## **MEMORANDUM**

**TO:** City of Grand Haven

**FROM:** Grand Haven Main Street DDA Board of Directors & Executive Director Chandi Pape

**DATE:** December 3, 2025

**SUBJECT:** Renewal of Principal Shopping District Assessment & Approval to Begin Resolution Process

At the November 13, 2025 Grand Haven Main Street DDA Board meeting, the Board of Directors voted to renew the Principal Shopping District (PSD) Assessment and to approve a \$.02 increase for all commercial properties located within the DDA boundaries.

With this approval, the DDA requests that the City begin the required five-resolution renewal process, following the timeline below:

**Resolution #1 – Authorizes the City Manager to Conduct a Study**

- *December 15, 2025*

**Resolution #2 – Sets Public Hearing for Citizen Input**

- *January 5, 2026*

**Resolution #3 – Directs the Assessor to Prepare the Special Assessment Roll**

- *January 20, 2026*

**Resolution #4 – Sets Second Public Hearing for Citizen Input**

- *February 2, 2026*

**Resolution #5 – Approves the Special Assessment Roll**

- *February 16, 2026*

We appreciate the City's partnership in moving this forward and continuing the shared work of supporting a vibrant downtown district.

Please let me know if any additional information is needed.

— Grand Haven Main Street DDA Board of Directors

— Chandi Pape, Executive Director

**SPECIAL ASSESSMENT RESOLUTION NO. 1**  
**SPECIAL ASSESSMENT DISTRICT NO. 597**

City of Grand Haven  
County of Ottawa, State of Michigan

Minutes of a regular meeting of the City Council of the City of Grand Haven, County of Ottawa, State of Michigan, held in the City Hall in said City on December 15, 2025 , at 7:30 pm

PRESENT: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_  
and seconded by Councilmember \_\_\_\_\_:

WHEREAS, the City Council of the City of Grand Haven, County of Ottawa, State of Michigan, tentatively declares its intention to undertake certain public improvements as

described in Exhibit A attached hereto and made a part hereof in the special assessment district

tentatively designated and described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the City Council desires to proceed with the proposed public improvements;

NOW, THEREFORE BE IT RESOLVED THAT:

1. The City Manager for the City of Grand Haven, Michigan, is hereby ordered to prepare a survey and report showing the improvement and its necessity, the location thereof, an estimate of the probable life of the improvement, and estimates of the cost thereof.

2. When the plans and estimates are completed, the City Manager of the City of Grand Haven is ordered to file the same with the City Council with the City Manager's recommendation as to what installments in which the assessments should be paid and a general description of the lands or the boundaries of the lands which should be included in the special

assessment district.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Councilmembers \_\_\_\_\_

NAYS: Councilmembers \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Maria Boersma, City Clerk

## **CERTIFICATE**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Grand Haven, County of Ottawa, Michigan, at a regular meeting held on December 15, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be available as required by said Act.

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Maria Boersma, City Clerk

**CITY OF GRAND HAVEN**

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



**TO:** Ashley Latsch, City Manager

**FROM:** Dana Kollwehr, Assistant City Manager *DK*

**DATE:** December 10, 2025

**SUBJECT:** Lighthouse Conservancy Management and Operations Agreement

---

The City owns the Grand Haven Entrance and Inner Lighthouses and Catwalk structure, and the Grand Haven Lighthouse Conservancy would like to partner with the City to assist in preserving, maintaining, improving, and operating the Lighthouse for the benefit of the general public.

Under the enclosed Management and Operations Agreement, the Conservancy proposes to manage, operate, and maintain the Lighthouses for a period ending in 2035 (ten years). Under the agreement, the City will have no additional financial obligation and will continue to review and approve Conservancy-funded Lighthouse improvement efforts. Additionally, City staff will continue to have access to the Lighthouses and Catwalk as needed for emergency or urgent maintenance.

City staff recommends approval of the agreement as enclosed and as reviewed by the City Attorney.



## **Grand Haven Lighthouse Management and Operations Agreement**

This Lighthouse Management and Operations Agreement is made as of \_\_\_\_\_, **202\_\_**, between the City of Grand Haven (hereafter “City”), a Michigan municipality, and the Grand Haven Lighthouse Conservancy (hereafter “Conservancy”), a 501(c)3 tax-exempt nonprofit corporation.

The Parties agree that any formal notice required under this agreement shall be provided as follows:

To the City: 519 Washington Street, Grand Haven, MI 49417, Attn: City Manager;

To the Conservancy: 15383 Apple Street, Grand Haven, MI. 49417, Grand Haven, Michigan, 49417, Attn: President, Lighthouse Conservancy.

### **Recitals**

1. The City owns the Grand Haven Entrance and Inner Lighthouses and associated artifacts including the Catwalk structure (hereafter collectively referred to as “the Lighthouses”), located on Grand Haven’s South Pier, and bears primary responsibility for their material condition and operation. The City desires assistance in preserving, maintaining, improving and operating the Lighthouses for the benefit of the general public.

2. The Conservancy is a Michigan domestic nonprofit corporation, established to help preserve, maintain and improve the Grand Haven Lighthouses.

3. The City and the Conservancy enter into this agreement to clarify roles and responsibilities.

### **General Agreement**

1. The Conservancy will manage, operate and maintain the Lighthouses for a term ending December 31, 2035. This Agreement may be extended for up to two consecutive five-year terms by mutual agreement. Both parties anticipate such management and operation in future will include operation of a gift shop and museum that will serve the general public and generate revenue that financially supports the Lighthouses.

2. The Conservancy will raise money and provide funds for the Lighthouses’ preservation, maintenance and improvement. These funds will be held by the Grand Haven Area Community Foundation, jointly managed by the City and the Conservancy, and used exclusively in support of the Grand Haven Lighthouses.

3. The City shall have the right to examine, monitor and audit all records, documents, conditions and activities of the Conservancy related to services provided under this Agreement.

4. Notwithstanding any other provision of this Agreement, in case of emergency or urgent maintenance needs, The City retains the right to access the Lighthouses without prior notice to the Conservancy.

5. Conservancy-funded Lighthouse improvement efforts will not be undertaken without notice to and consent by the City.

6. The parties will cooperate to obtain public and private grants that support efforts to preserve, maintain and improve the Lighthouses.

7. Neither party to this Agreement may assign any part of it nor any rights, duties or obligations under it without the prior written consent of the other. The Conservancy shall not delegate its performance under this agreement to another party without the City Manager's prior written consent.

8. This Agreement may be revoked by either party with sixty days' written notice.

9. This is the entire agreement between the two parties with respect to its subject matter. It may not be modified except in writing, signed by both parties.

10. The parties agree that, to the extent not otherwise prohibited by law, the jurisdiction and venue for disputes related to this agreement shall be solely with the state courts located in Ottawa County, Michigan, and any appeals therefrom allowed by law.

### **Management and Operations Duties and Obligations**

1. The Conservancy shall:

A. Maintain and use the Lighthouses as a historic light station available for education, recreation and historic preservation purposes for the benefit of the general public, including facilitating public access at reasonable times and under reasonable conditions to comply with federal law.

B. Be guided in Lighthouse preservation efforts by the direction in the Secretary of the Interior's Standards for the Treatment of Historical Properties, the findings of the Historic Structures Report for Grand Haven South Pier Entrance and Inner Lights, and the Lighthouse Preservation Handbook published by the National Park Service.

C. To the extent consistent with the purpose of this Agreement, and possible given Conservancy resources, preserve, maintain and improve the Lighthouses, keeping them in good order, condition and repair.

D. Refrain from alteration or structural change to the South Pier Lighthouses without permission from the City. The Conservancy shall, however, have the right to install interior fixtures, partitions and equipment and paint the Lighthouses' interior spaces.

E. Submit any maintenance or restoration work plans to the City Manager for written approval prior to work being initiated on the Lighthouses.

F. Obtain and maintain any license(s) or permit(s) required by any governmental official, agency or authority necessary to maintain the Lighthouses as a historic light station.

G. Bear sole responsibility for any museum or gift shop situated at the Lighthouses including:

1) Daily operation and management, including but not limited to staffing, scheduling, inventory management and marketing;

2) Maintaining the Lighthouses in a clean and orderly manner, and adhering to all local, state and federal regulations;

3) Ensuring that all items sold in the gift shop are appropriate, and reflect the Lighthouses' historical and cultural significance.

4) Keeping in full force and effect a policy of public liability and property damage insurance with respect to the museum or gift shop. Insurance provided by the Conservancy shall name the City, any person, firms or corporations designated by the City, and the Conservancy as insured for the limits of insurance in an amount not less than \$1,000,000 per person, \$1,000,000 per accident for bodily injury, and \$1,000,000 in property damage liability. The insurance policy shall contain a clause that the insurer will not cancel or change such insurance without first giving the City thirty days' prior written notice of such cancellation or change, and a copy of the policy or certificate of insurance shall be delivered to the City prior to the Conservancy's occupancy of the Lighthouses. Insurance coverage for the Lighthouses' contents, including fixtures, equipment and inventory, shall be the sole responsibility of the Conservancy, and the City shall have no obligation to provide insurance coverage for such items.

H. Provide The City with a schedule of regular operating hours and planned special events that require extended access, and ensure Conservancy use of the Lighthouses does not interfere with scheduled City activities.

I. Submit an annual report to the City Manager no later than June 1 of each year that includes the following information, for the purpose of assisting the City in completion of the National Lighthouse Preservation Act biennial report:

- 1) Annual revenues and expenditures on operations;
- 2) Fundraising results and investment in the Lighthouses;
- 3) The number of visitors, tours and/or public engagement efforts.

2. The City shall:

A. Maintain ownership of the Lighthouses in accordance with The National Historic Lighthouse Preservation Act of 2000.

B. Grant the Conservancy the right of adequate access to the Lighthouses at all reasonable times for the purpose of conducting preservation and maintenance work, performing necessary inspections, operating a gift shop and museum, and conducting other activities that support the City's goal of preserving, maintaining, improving and operating the Lighthouses for the benefit of the general public.

C. Maintain their Lighthouses and Catwalk power supply, lights, cameras and internet connectivity, allowing the Conservancy to focus its work on larger maintenance projects and capital improvements.

D. Set up and maintain a donation fund at the Grand Haven Area Community Foundation for purposes of soliciting, collecting, investing and maintaining funds to be used for preservation, maintenance and improvement of the Lighthouses.

E. Obtain and maintain insurance for the Lighthouses, including coverage for structural damage and for liability of The Conservancy Board in its management and operation of the Lighthouses.

F. Grant The Conservancy an exclusive license to operate a gift shop and museum at the Lighthouse, subject to reasonable regulations and limitations established by the City.

The parties have signed this agreement on the dates indicated below:

**CITY OF GRAND HAVEN**

**GRAND HAVEN LIGHTHOUSE CONSERVANCY**

By: \_\_\_\_\_  
Robert Monetza  
Its Mayor

By: \_\_\_\_\_  
David G. Karpin  
Its President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Its Clerk

Date: \_\_\_\_\_

**CITY OF GRAND HAVEN**

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



**TO:** Ashley Latsch, City Manager  
**FROM:** Dana Kollewehr, Assistant City Manager *DK*  
**DATE:** December 10, 2025

**SUBJECT:** Storm Sewer Easement Letter Agreement

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In 1975, the City built a storm sewer main along Harbor Drive and entered into an easement agreement with the U.S. Army Corps of Engineers (USACE) to construct, access, and maintain a storm sewer system on federal property. The approved easement is set to renew after its initial 50-year term. The USACE requires the City to approve a Letter Agreement (LA) and submit the necessary fee, which covers the duration of the new 25-year easement, before the formal easement is approved.

City staff reviewed the necessity of the storm sewer infrastructure in this area to consider the possibility of abandoning it, but without significant and costly infrastructure changes, they determined it was necessary to maintain the current storm sewer main.

Because the Corps' property is federal land, the City cannot construct or maintain any permanent infrastructure on it without formal authorization. USACE requires a real estate easement to ensure that any non-federal infrastructure is legally permitted and that long-term responsibilities are clearly defined.

**Why an Easement Agreement is Necessary****1. Federal Legal Requirements**

Federal law and agency regulations require USACE to grant formal permission before any non-federal entity constructs, operates, or maintains infrastructure on Corps-controlled property. An easement serves as the official authorization and documents the precise location and scope of the City's rights.

**2. Long-Term Access and Maintenance Rights**

The storm sewer will require future inspection, repair, and possible replacement. An easement ensures the City has legal and unimpeded access to the infrastructure for its entire service life, avoiding operational or liability issues later.

**3. Protection of Federal Interests**

The Corps must ensure that City infrastructure does not impair the federal property's primary functions, such as flood control, environmental stewardship, or navigation. The easement allows the Corps to attach necessary conditions, ensuring compatibility and protecting both parties' interests.

#### **4. Compliance for Funding and Permitting**

Many state and federal funding programs and permits require proof of site control or documentation demonstrating legal authority to build and maintain public improvements. The easement satisfies those requirements.

Staff recommends that the City Council authorize execution of the Letter Agreement with the U.S. Army Corps of Engineers for the City's storm sewer main located on federal property, and pay the required fee of \$7,705.00 to finalize an easement agreement.

**LETTER AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
CITY OF GRAND HAVEN, MICHIGAN**

This Letter Agreement (LA) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the United States of America, acting by and through the Department of the Army, U.S. Army Engineer District, Detroit, hereinafter referred to as **USAED Detroit**, and **City of Grand Haven, Michigan**, hereinafter referred to as the **Requestor**.

WHEREAS, the Requestor has applied for approval to use certain property under the jurisdiction of USAED Detroit; and

WHEREAS, 10 U.S.C. § 2695 authorizes USAED Detroit to collect funds from non-Federal entities for certain real property transactions; and

WHEREAS, USAED Detroit is authorized to outgrant Federal property under its control for use by non-Federal entities and is required to generally collect the fair market value of the outgrant, if applicable; and

WHEREAS, the Requestor intends to fund the full cost of the preparation and review of an outgrant to be performed by USAED Detroit to enter upon Federal property at Grand Haven Harbor and Channel for the purpose of a 25-year extension of an easement for a storm sewer outfall at the Government mooring basin and to pay the fair market value for the outgrant, if applicable;

NOW, THEREFORE, in consideration of the faithful performance by each party of the mutual covenants, and agreements hereinafter set forth, it is mutually agreed as follows:

**1. OBLIGATIONS OF USAED DETROIT:**

- a. USAED Detroit will provide a cost estimate for the administrative fees. The administrative fees represent the labor costs incurred by USAED Detroit to complete the outgrant request review and process the document if approved; to include, but are not limited to, review of environmental documentation, mapping and legal description preparation, appraisal, preparation of the final real estate agreement, and the ongoing management of the outgrant over its term. The actual final costs may be greater or lesser than the estimated costs. USAED Detroit shall promptly notify you if the amount will be exceeded.
- b. USAED Detroit will complete the work and provide the outgrant document to the Requestor for signature along with: a cost of the actual administrative fees incurred to complete the outgrant document; and the appraised value of the fair market value of the outgrant, as applicable.
- c. USAED Detroit will promptly execute the outgrant document and return a fully executed copy to the Requestor upon receipt of the signed outgrant document and payment of the actual administrative fees and the fair market value of the outgrant, as applicable.



## 2. OBLIGATIONS OF THE REQUESTOR:

- a. The Requestor, upon notification by USAED Detroit that the estimated administrative cost in the amount of **seven-thousand seven-hundred and five and no/100 dollars (\$7,705.00)** is insufficient to complete the work, and additional funds are needed, the Requestor shall either authorize, in writing, the additional costs, or it can direct termination of the work under this LA.
  - b. The Requestor, upon receipt of this Letter Agreement, will forward payment to USAED Detroit for the administrative costs outlined in Condition 2(a.), and signed copies of the document. Requestor's payment shall be made payable to **"FAO, USAED, Detroit"**, and the signed documents and payments will be mailed to: **U.S. Army Corps of Engineers, Detroit District, ATTN: Real Estate Office, 477 Michigan Avenue, Detroit, Michigan, 48226.**
- (i). To make an electronic payment using Pay.gov, please include the following information and await further instructions:

Name/Business/Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Fed Tax ID/TIN or SSN: \_\_\_\_\_

Agreement Number: **DACW35-1-24-3006**

Agreement Location: **Grand Haven Federal Navigation Harbor**

## 3. PAYMENTS:

a. All payments due under the terms of this outgrant must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. § 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(i.) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(ii.) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

(iii.) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

IN WITNESS WHEREOF, the parties have executed this LA as of the day and year first above written.

**THE UNITED STATES OF AMERICA**

**BY:** \_\_\_\_\_

**ANDREW M. SHELTON**

Chief, Real Estate Technical Services Branch

Real Estate Contracting Officer

U.S. Army Corps of Engineers

**CITY OF GRAND HAVEN:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Requestor's Taxpayer Identification No. \_\_\_\_\_

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**PRIVACY ACT STATEMENT**

**Purpose of Form:** This information is mandatory under the Debt Collection Improvement Act of 1996, Public Law 104-134, April 26, 1996, 110 Stat 1321-358. The head of each Federal agency must require each person doing business with that agency to furnish to that agency such person's taxpayer identification number. The agency intent is to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with USAED, Detroit. OMB Circular A-129, App. A, part V, and DOD Financial Regulation 7000.14-R, Vol. 4, chapter 3, states that any close-out of accounts receivable procedures will include reporting the close-out amount on IRS Form 1099-C. IRS Form 1099-C is an income form which requires a taxpayer identification number and means that the agency will report the uncollectible debt to IRS as income to the person who failed to pay the uncollectible debt owed to the agency under the outgrant. The 1099-C reports the uncollectible debt as income to the debtor, which may be taxable at the debtor's current tax rate. Failure to provide this information may result in your outgrant request being denied.

**U.S. Army Corps of Engineers  
Great Lakes Real Estate Office  
Buffalo, Chicago, and Detroit Districts**

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



TO: Ashley Latsch, City Manager

CC: Dana Kollweher, Assistant City Manager  
Chandi Pape, Main Street DDA Director

FROM: Brian Urquhart, City Planner

DATE: December 5, 2025

SUBJECT: Professional Services Agreement with McKenna

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The City Council is being asked to approve a professional services agreement with McKenna to assist the City and DDA with updating the Centertown Vision Plan. City Council approved the RFP submittal from McKenna during the September 15, 2025 meeting, with costs not to exceed \$20,004.

Prior to City Council's action, the Planning Commission at their meeting on September 9, 2025, unanimously agreed with RFP review committee's recommendation to select McKenna as the consultant. The DDA also reviewed the RFP from McKenna at their September 11, 2025 meeting and concurred with the Planning Commission.

The agreement will run to the end of the project (anticipated May 2026). The budgeted cost of the Centertown Vision plan update is \$20,004. The City will enter into a grant agreement with Michigan Economic Development Corporation (MEDC) for the \$15,003, of which 75% of the costs are awarded through the City's Certified Redevelopment Ready Communities (RRC) Technical Assistance (TA) Match funding.

Due to challenges with State of Michigan FY2026 budget, the MEDC was met significant cuts, including possible cuts to RRC TA. It was unknown when the city would be notified of a successful TA match request. Thankfully the City did hear back from the MEDC last month and approved the TA request and is now able to proceed accordingly and sign the required agreements.

The scope of work for the Centertown Vision plan update includes the following:

1. Kick-off Meeting with City Staff. Review project expectations, answer questions, identify communication methods, create work plan, etc.
2. Background Assessment. Includes review of community plans, development characteristics, existing transportation and mobility network assessment, and market and trend analysis.
3. Public Engagement. Includes one-on-one stakeholder interviews, stakeholder/DDA workshop, and community open house, and online survey.

4. Plan updates, Alternative and Preliminary Recommendations. Includes development of land use alternatives, preparation of a conceptual framework, streetscape design and improvements.
5. Creation of Centertown Vision Plan 2026. Development and Character Framework and Mobility Improvements, Public Space and Streetscaping Framework, and Implementation Strategies
6. Provide an updated format for the document so it is cohesive, fresh, and works well in a digital format.

Attached are the Professional Service Agreement, the City's RFP and McKenna's proposal.

## CITY OF GRAND HAVEN PROFESSIONAL SERVICES AGREEMENT

This Agreement is made as of \_\_\_\_\_ between the City of Grand Haven, a Michigan Municipal Corporation, the address of which is 519 Washington Avenue, Grand Haven, Michigan 49417, Attn.: City Manager (the “City”), and McKenna, the address of which is 124 E. Fulton Street. Suite 6B, Grand Rapids, Michigan 49503 (the “Consultant”).

### RECITALS

- A. The City wishes to provide for preparation of a Centertown vision plan update, (The “Project”).
- B. To complete the Project, the City required the services of a professional consulting firm to provide the necessary services as specified in the ***Request for Proposals*** attached as **Exhibit A** and incorporated by reference.
- C. The Consultant’s proposal to provide such services is attached as **Exhibit B** and incorporated by reference.
- D. The City Council, by its action at a meeting held September 15, 2025 selected the Consultant to complete the Project.

### AGREEMENT

In exchange for the consideration in and referred to by this Agreement the parties agree as follows.

### ARTICLE I CONSULTANT’S RESPONSIBILITIES

- 1.1. Scope of Work. The services provided by the Consultant shall be limited to those described in the proposal dated August 22, 2025. The parties agree that the terms of the proposal are incorporated herein by reference, and are part of this agreement as if fully set forth herein.
  - A. All labor, materials, supplies, tools, equipment, process and other services necessary for the Project described in this Agreement, the ***Request for Proposals*** attached as **Exhibit A** and the Consultant’s Proposal attached as **Exhibit B** and incorporated by reference, to the approval and complete satisfaction of the City.
  - B. Any labor, material, supplies, tools, equipment, process or other service which may have been unintentionally omitted from the description of work but which is clearly necessary for the proper completion of the Project in a professional and/or

workmanlike manner, shall be furnished by the Consultant as if it had been specified in the scope of work for the Project.

- C. Cost information for any proposed scope, cost or schedule changes requested by the City shall require the signature of the City and the Consultant. Minor changes in work or materials not involving an increase in the overall cost of the project or extension of the schedule may be authorized by the City Manager. Other changes will require City Council approval before additional costs are incurred; otherwise such overruns will not be considered by the City.

1.2 Termination/Conflict of Interest. If for any reason, a proponent cannot perform within the constraints of the project, the City may unilaterally terminate the contract and negotiate with other proponents.

- A. The respondent warrants that to the best of its knowledge and belief and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
  - 1. Respondent may have an unfair competitive advantage; or
  - 2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
- B. The respondent agrees that if after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he she or it, shall make an immediate and full disclosure in writing to the City Manager that shall include a description of the action which the respondent has taken or intends to take to eliminate or neutralize the conflict. The City may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, in its sole discretion.
- C. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the City Manager the City may disqualify the respondent.

1.3 Proof of Liability Insurance. The successful Consultant shall furnish to the City a certified copy of the policy or policies covering the work as required in section 1.3. A. as evidence that the insurance required will be maintained in force for the entire duration of the contract with the City. The City must be listed as an additional insured.

- A. Insurance. The Consultant shall obtain and maintain during the execution of the contract, an insurance policy meeting the following requirements and shall provide to the City a certificate showing the premiums to be fully paid as well as a copy of the applicable policy, including all endorsements.

- General Liability Insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate.
  - Statutory Worker’s Compensation coverage.
  - The City, including its officers and employees shall be named as an additional insured on the policy.
- B. Waiver. The Consultant shall not hold the City of Grand Haven liable for any personal injury incurred by their respective employees, agents or Consultant, contractors or subcontractors while working on this Project. The firm agrees to hold the City harmless from any such claim by its employees, agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of the City while acting within the scope of their employment.
- B. Qualification. The insurance company covering the firm must be licensed to do business in the State of Michigan and have a best’s Guide rating of “A+” or higher.
- C. Proof of Insurance. The Consultant shall, before it commences any work under this Agreement, file proofs of insurance with the City Clerk.
- 1.5 Additional Services. The Consultant will perform services in addition to those detailed in section 1.1.A. and B. of this Agreement only when requested in writing by the City and in accordance with the section 1.1C. of this agreement.
- 1.6 Termination. Should the Consultant fail to adequately and timely perform any of its duties and obligations under this Agreement, the City may terminate the agreement immediately. In addition, for any reason, at the discretion of the City, the City may terminate the agreement upon thirty (30) days written notice to the Consultant.

## ARTICLE II COMMENCEMENT AND COMPLETION

- 2.1 Schedule. The Consultant will commence the project immediately following award of contract. The schedule should be followed as closely as reasonably possible to the schedule outlined in Exhibit B, with an expected end date of May 31, 2026.
- 2.2 Commencement and Completion. Work shall commence and not be interrupted until completion. All parties agree that the timetable may be extended due to unforeseen circumstances as agreed by City Manager or designee and the Consultant.

## ARTICLE III COMPENSATION AND PAYMENT

- 3.1 Compensation. The City shall pay the Consultant a fee not-to-exceed \$20,004 provided for in the Consultant’s proposal attached as **Exhibit B**, for the services performed under section 1.1 of this Agreement. Additional services as defined in section

1.1.C. and 1.5 of this Agreement will be performed at the Consultant's Standard Hourly Billing Rates (**Exhibit B**) for a fee agreed upon in writing prior to the performance of such services.

- 3.2 Billing and Payment. The Consultant will submit monthly invoices to the City for the work completed during the previous month. All payments unless reasonably disputed within thirty (30) business days of the City's receipt of the invoice, shall be paid within forty-five (45) days of the City's receipt of the invoice

No fax or electronic invoices will be accepted for payment.

- 3.3 Not-to-exceed Policy. Not-to-exceed estimates are the expected cost to the client for all work associated with completion of the project, including travel time, copying, hourly fees, meals, lodging, contingencies, sub contracts, etc.

Not-to-exceed estimates shall not be exceeded, and no work leading to an overage shall be conducted, unless and until such overage is agreed upon by the City Council in accordance with sections 1.1.C. and 1.5. Fees over the original not-to-exceed estimate will not be paid unless approved by the City Council in advance of additional work being done.

The fee schedule submitted in your proposal will remain in effect throughout project completion unless adjustments are first agreed upon in writing by the City.

- 3.3 Liens. The Consultant, its agents, or sub-contractors shall not place any lien upon any City property or any of its buildings, improvements, fixtures or appurtenances, or any other City property without first securing a valid judgment against the City.

## **ARTICLE IV MISCELLANEOUS**

- 4.1 Notices. Any notice or other communications to be given under this Agreement shall be personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.
- 4.2 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted and enforced under the laws of the State of Michigan. To the extent permitted by law, the state courts of Ottawa County, Michigan shall be the jurisdiction and venue for any litigation or other proceeding between the parties that may be brought by reason of this Agreement.
- 4.3 Waiver of Breach. Neither party's waiver of a breach of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.



- 4.4 Enforcement. If either party takes legal action to enforce this Agreement, the prevailing party shall be entitled to recover its actual, reasonable costs of such action, including, without limitation, actual, reasonable attorney's fees.
- 4.5 Headings. The headings in this Agreement are for reference purposes and shall not affect the meaning or interpretation of this Agreement.
- 4.6 Entire Agreement. This Agreement supersedes all previous or contemporaneous agreements between the parties and constitutes the entire Agreement between the parties relating to its subject matter, except for the Request for Proposals attached as **Exhibit A** and the Proposal attached as **Exhibit B**, both of which are incorporated by reference.

No other oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into this Agreement, the parties are relying solely upon the representations and agreements in the Agreement and no others.

- 4.7. Conflicts. In case of any conflict between this Agreement and its Exhibits, the terms of this Agreement shall control.
- 4.8 Quality Assurance. The Consultant shall be responsible for maintaining satisfactory standards of its employee's competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.
- 4.9 Supervision. The Consultant shall provide adequate competent supervision at all times during the performance of the contract. The firm or designated representative shall be readily available to meet with City personnel. The successful firm shall provide the telephone numbers and email addresses where its representative(s) can be reached.
- 4.10 Legal Assurance. The firm agrees that it will abide by all applicable laws, rules and regulations and with the requirements of all grants and other governmental funding contracts governing equal opportunity and affirmative action.
- 4.11 Permits. The successful proponent is responsible for executing the project with full knowledge of and compliance with local, State and Federal permit requirements and standards.
- 4.12 Work Product. The work product shall become the property of the Owner once the Consultant's fees are paid in full. The Owner shall indemnify the Consultant for any unauthorized use of the work product including that of any third party where the Owner has shared the work product with others. The Consultant has the right to use the work product in the promotional endeavors.

The parties have executed this Agreement as of the date first written above.

WITNESSES:

THE CITY OF GRAND HAVEN

\_\_\_\_\_

By:

\_\_\_\_\_  
Robert M. Monetza, Mayor

\_\_\_\_\_  
Maria Boersema, City Clerk

THE CONSULTANT

\_\_\_\_\_

By:

\_\_\_\_\_  
Joshua Jackson, President

SECONDARY STREET INTERSECTION  
IMPROVEMENTS

POTENTIAL EXPANSION AREA

POTENTIAL IMPROVEMENTS AND  
REDEVELOPMENT ZONES

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PARK IMPROVEMENTS

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POTENTIAL

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JACKSON AVENUE

MADISON AVENUE

RECREATION AREA  
OR PARKING

POTENTIAL  
CENTERTOWN  
E BUIS

ELLIOT AVENUE

FULTON AVENUE

5TH STREET

COLUMBUS AVENUE

WASHINGTON AVENUE

FRANKLIN AVENUE

6TH STREET

7TH STREET

S. BEACON ROAD (US-31)

REQUEST FOR PROPOSALS

# Centertown Vision Plan Update

GRAND HAVEN, MICHIGAN



POTENTIAL BUILDING  
IMPROVEMENT/  
REDEVELOPMENT

POTENTIAL  
INFILL/PARKING

POTENTIAL  
COMMERCIAL  
INFILL

POTENTIAL  
PURCHASE FOR  
PUBLIC USE



## Introduction & Background

The City of Grand Haven is seeking proposals from qualified planning consultants or consultant teams to assist with updating the **Centertown Vision Plan**, originally adopted in 2014. Centertown is one of Grand Haven's key neighborhood commercial districts, and the Vision Plan serves as a guide for land use, transportation, connectivity, urban design, economic development, and community investment in the area.

This update is driven by several key factors:

- **Development Pressure & Opportunity:** The area is experiencing increasing development interest, along with evolving community needs and expectations. There is strong potential to better connect Centertown with Downtown Grand Haven, creating a more unified and vibrant urban core. The updated Vision Plan should propose recommendations that reflect current economic realities while aligning with the City's long-term planning vision.
- **Economic and Real Estate Shift:** The local economy and real estate market are seeing increased demand for higher-density, mixed-use development. Private investors are frequently requesting land use allowances comparable to those found in the Downtown zoning district, pointing to a need for clarity and consistency in planning policy.
- **Community Feedback:** Community surveys and engagement efforts have consistently emphasized the desire for:
  - Stronger physical and visual connections between Centertown and Downtown
  - Improved pedestrian environments
  - More vibrant, mixed-use spaces
- **Alignment with Downtown Transformation Strategy:** This initiative directly supports Priority 2 of the Grand Haven Main Street DDA Transformation Strategy—to "improve connectivity through thoughtful placemaking efforts that create links between key areas, fostering community interaction and strengthening the overall flow between districts."



The City recognizes this as a pivotal moment to ensure Centertown evolves in a way that is intentional, inclusive, and responsive to the needs of residents, businesses, and future generations. The updated plan will serve as a strategic roadmap to guide development, infrastructure investments, and community partnerships in the district.

## Project Goals & Objectives

The updated Vision Plan should:

- Reaffirm the community's shared vision for Centertown;
- Integrate updated data, trends, and policy considerations;
- Incorporate significant public engagement and input;
- Identify strategies to encourage infill development and adaptive reuse;
- Address mobility and streetscape improvements for all users;
- Recommend short- and long-term implementation actions.

The updated plan should align with the **City's Master Plan, Capital Improvement Plan (CIP)**, and other adopted documents, while offering specific, actionable guidance.



## Scope of Work

The selected consultant will be expected to complete the following tasks, with room for flexibility based on experience and recommendations:

### Phase 1: Project Initiation and Data Collection

- Review the existing Centertown Vision Plan and related documents.
- Gather and analyze current conditions: land use, zoning, demographics, real estate trends, mobility, infrastructure, and economic indicators.
- Conduct site visits and spatial analysis.

### Phase 2: Community Engagement

- Develop a community engagement plan with City staff.
- Host community meetings, stakeholder interviews, conduct surveys and/or similar engagement tools.
- Ensure input is gathered from a diverse and representative cross-section of residents, business owners, and other stakeholders.

### Phase 3: Plan Development

- Prepare draft updates to the Centertown Vision Plan, including:
  - Future land use recommendations
  - Design guidelines or character concepts
  - Placemaking, parks, and public realm strategies
  - Economic development opportunities
- Coordinate review with staff and community at key milestones.

### Phase 4: Final Plan and Adoption Support

- Revise the draft based on feedback.
- Present the final plan to the Planning Commission and City Council.
- Provide digital and print-ready versions of the plan and maps.



## SELECTION PROCESS AND CRITERIA

The City of Grand Haven will review and evaluate all complete proposals in response to this Request for Proposals (RFP) to identify and engage with qualified planners. An initial response to this RFP must include the following information:

- ✓ Letter of Interest
- ✓ Firm Qualifications: Description of the firm and project team, including experience with similar community planning efforts.
- ✓ Project Understanding and Approach
- ✓ Proposed Work Plan and Schedule
- ✓ Public Engagement Strategy
- ✓ Key Personnel and Resumes
- ✓ References: Contact information for at least three clients with similar projects.
- ✓ Fee Proposal: Proposed cost for services, broken down by task or phase.

City of Grand Haven staff may seek additional information upon receipt of the proposal.

The RFP and responses should not be considered a legally binding agreement. The City of Grand Haven reserves the right to reject any or all proposals, waive informalities, and select the proposal deemed most advantageous to the City.

### Proposal Format

**One (1) digital PDF version of proposal shall be submitted by the deadline stated in the attached schedule to:**

Brian Urquhart  
City Planner  
[burquhart@grandhaven.org](mailto:burquhart@grandhaven.org)

Maria Boersma  
City Clerk  
[clerk@grandhaven.org](mailto:clerk@grandhaven.org)

### Budget and Timeline

The City anticipates a project budget not to exceed \$20,000.00 subject to City Council approval. The desired timeframe for completion is approximately 4-6 months from the project start date. Expected start date is November 2025.



# SELECTION PROCESS AND CRITERIA CONT'D

## Scoring Considerations:

- Understanding of project goals
- Experience and qualifications
- Quality and creativity of the approach
- Public engagement strategy
- Proposed cost
- References and past performance

RFP Released	7/25/2025	Available on City website
Questions and Clarifications Due	8/8/2025	Submit questions to <a href="mailto:burquhart@grandhaven.org">burquhart@grandhaven.org</a>
City Responses Due	8/13/2025	Responses to questions will be posted on the City website <a href="http://www.grandhaven.org">www.grandhaven.org</a>
RFP Submittals Due	8/22/2025	Submissions must be sent to <a href="mailto:burquhart@grandhaven.org">burquhart@grandhaven.org</a> and <a href="mailto:clerk@grandhaven.org">clerk@grandhaven.org</a> by 5:00 p.m.
Proposals Reviewed	8/23/2025-9/1/2025	
Consultant Selected	9/15/2025	Selection to take place at City Council meeting after recommendation from Planning Commission and Main Street Downtown Development Authority

## CONTACT / QUESTIONS

Questions may be directed to:  
Brian Urquhart  
City Planner  
(616) 935-3276  
[burquhart@grandhaven.org](mailto:burquhart@grandhaven.org)

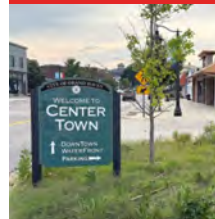


MCKENNA

PROPOSAL TO PREPARE

# Centertown Vision Plan Update

GRAND HAVEN, MICHIGAN



AUGUST 22, 2025

Communities for real life.





August 22, 2025

Brian Urquhart  
City Planner  
City of Grand Haven  
519 Washington Avenue  
Grand Haven, MI 49417

**Subject: Centertown Development Plan**

Dear Ms. Ingalls:

Along with our partners, McKenna is pleased to submit our proposal to partner with the City of Grand Haven in establishing a comprehensive Development Plan for the City's 7<sup>th</sup> Avenue corridor, fondly known as "Centertown," along with context-sensitive design guidelines for the corridor and its surrounding areas. With over 46 years of experience serving communities throughout the Midwest with planning, design, and development services, we are confident in our ability to deliver thoughtful, practical, and easy-to-implement guidelines.

## **CENTERTOWN'S UNIQUE CHARACTER**

We understand that this project is a vital opportunity to shape the future of Grand Haven's historic gateway, commercial core, and the distinctive 7<sup>th</sup> Avenue corridor—ensuring they remain not only welcoming and walkable, but also sustainable, visually cohesive, and uniquely reflective of the community's identity. These areas are more than just places of commerce—they're the heartbeat of daily life in Grand Haven, where small businesses thrive and the City's small-town charm shines through.

At McKenna, we're excited to build on the City's impressive foundation of existing plans and design work. Our approach will be grounded in honoring what already makes Centertown special, while thoughtfully evolving its public and private spaces to meet future needs. Through clear, implementable, and forward-thinking design guidelines, we'll help shape a holistic and inspiring vision—one that preserves the essence of Centertown while enhancing its appeal for generations to come.

## **WHY OUR TEAM?**

We are confident that the McKenna Team's blend of technical expertise, innovative problem-solving, and commitment to collaborative planning and design makes us the ideal partner for this important project. Our team will approach the opportunity with enthusiasm, dedication, and a shared commitment to realizing the City's vision for an attractive, welcoming, and vibrant business district. We bring deep experience in urban design, placemaking, and stakeholder engagement—supported by a proven track record of fostering economic development through community-centered solutions.

The McKenna Team is uniquely equipped to meet and exceed the requirements outlined in the RFP:

- **Develop** a comprehensive plan that addresses transportation, design, planning, parking, and vibrancy concerns through data-driven analysis—ensuring the plan follows best practices, is practical and implementable, and is grounded in community and stakeholder input.



- **Lead** multi-pronged engagement programs as certified public engagement specialists—offering town halls, online surveys, in-person open houses, charrettes, and other tailored strategies to ensure meaningful and inclusive participation.
- **Produce** attractive, graphically rich documents, renderings, and materials that clearly and compellingly tell the story of the community.

We have prepared the following qualifications to address the requirements outlined in the RFP, including all appendices, and we attest that all information submitted is true and correct. This proposal shall remain valid for a period of 120 days from the date of submission.

Thank you for considering our proposal. We are excited to collaborate with the City to craft a forward-thinking Development Plan that not only preserves Grand Haven' distinctive charm, but also helps it continue to grow in character and vibrancy.

Respectfully submitted,

**McKENNA**

John Jackson, AICP, NCI  
President



# Grand Haven Centertown Vision Plan Update

CITY OF GRAND HAVEN, MICHIGAN



PREPARED AUGUST 22, 2025

**ALONG WITH OUR PARTNERS:**

**HYK CONSULTANTS**

**NICHOLAS ROLINSKI DESIGN**

**MCKENNA**

124 E. Fulton Street · Suite 6B  
Grand Rapids, Michigan 49503

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**E** [info@mcka.com](mailto:info@mcka.com)

**MCKENNA**

Communities for real life.



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# Executive Summary



## PROJECT TEAM

Our project team of professionals brings diverse expertise for the Centertown Vision Plan update project. From comprehensive land use and transportation analysis to conceptual urban design solutions to a compelling easy to understand implementation strategy, our professionals at McKenna will ensure the priorities of residents, stakeholders and officials are heard and help to guide a visionary plan for the Centertown area.

- **Chris Khorey, AICP** - Project Director/Vice-President
- **Har Ye Kan, AICP**, HYK Consulting, Project Manager
- **Nicolas Rolinski** – Design Consultant
- **Aayush Patel** – Associate Planner/Designer
- **Ethan Senti** – Assistant Planner
- **Carrie Litner** – Graphics/Marketing and Branding

## SCHEDULE

Completion within 4-6 months of contract execution with a proposed budget not to exceed **\$20,004** depending upon the full scope of outreach and meeting to be scheduled. A complete break-down of the cost is provided towards the end of this document.

## MEETINGS

Our team will prepare for and attend a multitude of meetings both in-person and virtually, if acceptable to the city. We will provide a meeting schedule that is flexible and that meets the city's desired level of engagement and budget. In each task of the project there are several different types of meetings proposed such as the following:

- Kick-off and Stakeholder meetings
- City-staff check-in meetings
- Engagement and design charrettes
- Public Hearings and Adoption



# Firm Profile



**McKenna's office is in the Loraine Building near Veterans Park in Downtown Grand Rapids. Our workspaces reflect our commitment to our people, our communities, sustainable design, and the rich technological heritage of the Midwest.**

McKenna's team of talented planning, design, and building professionals help municipal leaders develop and maintain communities for real life. From street festivals, neighborhood parks, and storefronts, to parking spots, coffee shops, and farmers' markets, we want your community to thrive. McKenna provides planning, zoning, building, landscape architecture, community and economic development, and urban design assistance to cities, villages, townships, counties, and regional agencies, as well as select private clients, based on skilled and effective public engagement. Our success can be measured by the built improvements to hundreds of McKenna client communities, and by our 47-year record of client satisfaction and on-time, on-budget delivery.

McKenna currently provides project services to more than 85 communities and private land investors in the Midwest. Anticipating and responding to change is a major distinction of McKenna's practice. Our innovation and depth of experience is a resource for public and private decision-makers; we are a corporation of 30-plus planners, building code experts, urban designers, and landscape architects formed under the laws of Michigan on May 2, 1978.

## HEADQUARTERS

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Northville, MI 48167  
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F 248.596.0930

## GRAND RAPIDS

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**[MCKA.COM](http://MCKA.COM) | [INFO@MCKA.COM](mailto:INFO@MCKA.COM)**



# Areas of Service

## Community Planning

- Master Plans (Cities, Villages, Townships, Counties and Regions)
- Strategic Planning Facilitation
- Neighborhood Preservation Plans
- Redevelopment Plans
- Corridor Plans
- Downtown Plans
- Growth Management Plans
- Park and Recreation Plans
- Capital Improvements Programs
- Community and Fiscal Impact Analysis
- Waterfront Planning
- Open Space Planning
- Historic Preservation Plans
- Transportation and Parking Plans
- GIS Analysis and Alternative Testing
- Access Management

## Economic Development

- Public/Private Partnerships
- Brownfield Redevelopment Planning
- Downtown Redevelopment Action Plans
- Corridor Redevelopment
- Tax Increment Finance Plans
- Grant Applications
- Redevelopment Project Management
- Market Studies: Retail, Commercial, Residential, Industrial, Institutional
- Redevelopment Financing Assistance
- Land Assembly/Eminent Domain Assistance

## Building Department Administration

- Zoning Administration
- Building Code and Zoning Enforcement
- Building Inspection
- Electrical, Mechanical and Plumbing Inspections
- Property Maintenance and Housing Inspection
- Landscape Construction Observation
- Code Enforcement
- Compliance with State
- Department Management Plans

## Parks and Recreation

- Parks and Recreation Master Plans
- Park Design (neighborhood, community, regional)
- Ball Field Planning and Design
- Park and Recreation Facilities Design
- Bikeway and Trail Planning and Design
- Grant Applications
- Public Participation
- Universal and ADA Accessibility
- Park and Recreation Furnishings



## On-Site Management Services

- Zoning and Planning Administration
- Tax Increment Finance Authority Management
- Downtown Development Authority Administration
- CDBG Administration
- Housing Rehabilitation
- Project Management – Capital Improvement Projects
- Redevelopment Project Administration
- Community Development Administration
- Economic Development Administration

## Development Codes

- Zoning Ordinance
- Zoning Ordinance and Resolution Review and Preparation
- Continuing Advisory Services to Elected and Appointed Officials, Planning and Zoning Commissions, and Boards of Appeal
- Subdivision and Condominium Regulations
- Form-Based Codes
- Environmental Regulations – Wetlands, Woodlands
- Expert Witnessing and Court Testimony on Zoning
- Sign Regulations
- Annexation Advisory Assistance
- Sex-Oriented Business Regulations and GIS Testing
- Open Space Regulations
- Planning and Zoning Code Training Seminars
- On-Site Zoning Administration

## Complete Streets and Transportation Planning

- Complete Streets Policy Development
- Complete Streets Design Guidelines
- Complete Streets Procedure and Implementation
- Corridor Plans
- Streetscape Plans
- Bicycle & Pedestrian Plans
- Bicycle Parking Plans
- Bicycle Sign Plans
- Bike Share Feasibility Studies
- Intersection Design & Crossing Plans
- Zoning and Regulatory Review
- User Maps and Wayfinding Studies
- Transportation Master Plans
- Site Plan Review of Transportation Facilities
- Circulation Studies Vehicles and Pedestrian
- TOD Studies
- Education and Training
- Transportation and Parking Plans
- Access Management
- Parking Studies

## Public Participation (NCI Certified)

- Charrettes
- Hands-on Workshops
- Focus Groups
- Roundtable Discussions
- Surveys (telephone, online, direct mail)
- Public Hearings
- Open Houses
- Interactive Citizen Advisory Committees
- Youth Outreach
- Community Walks and Bike Rides
- Pop-Up / Storefront Workshops
- Consensus Building
- Participatory Decision-Making
- Interviews (one-on-one, intercept)
- Community Preference Surveys

## Community Development

- HUD CDBG Administration
- Analysis of Impediments to Fair Housing
- Environmental Review Records
- Consolidated Plans
- Elderly Housing Assistance
- Five Year and Annual Action Plans
- CDBG Program Planning and Applications
- Housing Rehabilitation Administration
- Market Studies – Market Rate, Elderly and Assisted Housing
- Housing Market Studies (MSHDA approved)

## Urban Design

- Community Design Plans
- Placemaking Strategies
- Parks, Greens, Commons and Plaza Design
- Streetscape Design
- Site Planning
- Community Character Planning
- Historic Park Design
- Computer Visualization (before/after)
- Design Review
- Site Evaluation and Selection
- Design Manuals
- Neo-Traditional Design (TND)
- Urban Form Pattern Books
- Mixed Use (residential, retail, office, public, institutional) Design
- Public Art

## Sustainability Plans

- Sustainability Indicators Analysis, Evaluation Criteria, and Program Improvements
- Develop Neighborhood Stabilization Plans
- Green Infrastructure Plan for Community's Public Property
- Walkable/Bikeable Audits and Implementation Plans
- Community Master Plan, Strategic Plan, or Capital Improvement Plan
- Plan for Low Impact Development (LID) Components
- Local Planning and Zoning
- Access Management Plans for Transportation Corridors

## Landscape Architecture

- Residential Development Plans (single family detached/attached; multi-family, elderly, mixed use, townhouses) Conventional & Cluster
- Site Analysis and Design
- Site Layout and Planning
- Construction Drawings and Construction Observation
- Landscape Architecture (MSHDA-approved)
- Arborist Services (tree surveys and maintenance plans)
- Greenways and Trail Planning and Design
- Native Plant Landscapes
- Wayfinding, Signs, and Interpretive Stations
- Environmental Performance Standards
- Public Art Development
- Public Space Design – Greenways, Bikeways, Streetscapes
- Wetlands, Woodlands, Groundwater, Aesthetic, and Vista Protection Regulations
- Sustainable Landscape Design





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# Project Understanding



The City of Grand Haven is a historic waterfront community known for its scenic beauty, welcoming character, and strong sense of place. Its downtown area and neighborhoods are shaped by their connection to the Grand River and Lake Michigan, making the city a year-round destination for residents, visitors, and businesses. Within this setting, Centertown plays a unique and important role. Located just east of downtown, Centertown is both a local commercial and cultural district and a gateway to the core downtown area. It brings together a mix of shops, restaurants, services, and community anchors that serve nearby neighborhoods while also welcoming people heading into downtown. The 2017 Centertown Vision Plan provided a framework for growth, placemaking, and reinvestment in this key district. Since then, Centertown has seen both progress and new challenges such as development patterns, transportation needs, and community expectations continue to evolve. Today, Centertown is once again at a turning point—working to balance its small-town character with the need for reinvestment, economic vitality, and a strong identity that supports downtown Grand Haven while still maintaining its own distinct role in the community.

McKenna brings expertise in planning and zoning, urban design, architecture and landscape architecture, engineering, market analysis, and more. Having prepared a multitude of sub-area plans across various scales, zoning ordinances and master plan components, created housing policy planning documents, and facilitated in-depth community engagement processes, our team of professionals is prepared to help the City of Grand Haven develop a visionary sub-area development plan for the Centertown area.

## LEVERAGING PAST PLANNING EFFORTS AND GROUNDING IN REALITY

At the project outset, the McKenna Team will conduct a thorough review of all relevant existing documents to ground the plan update in Grand Haven's established plans and policies. This includes analyzing the current street design guidelines, relevant city streetscape and design review policies, zoning regulations, and active strategic plans like including the current Centertown Vision Plan. Our goal is to ensure the new **Updated Plan** is aligned with existing policies and long-term plans, avoiding contradictions and leveraging previous planning efforts. Findings from this review will inform any major policy changes need addressing and changes in-order to achieve the development vision this plan will achieve and provide future direction towards necessary steps to be taken by the city to implement the concepts, design standards and regulations this project will achieve.

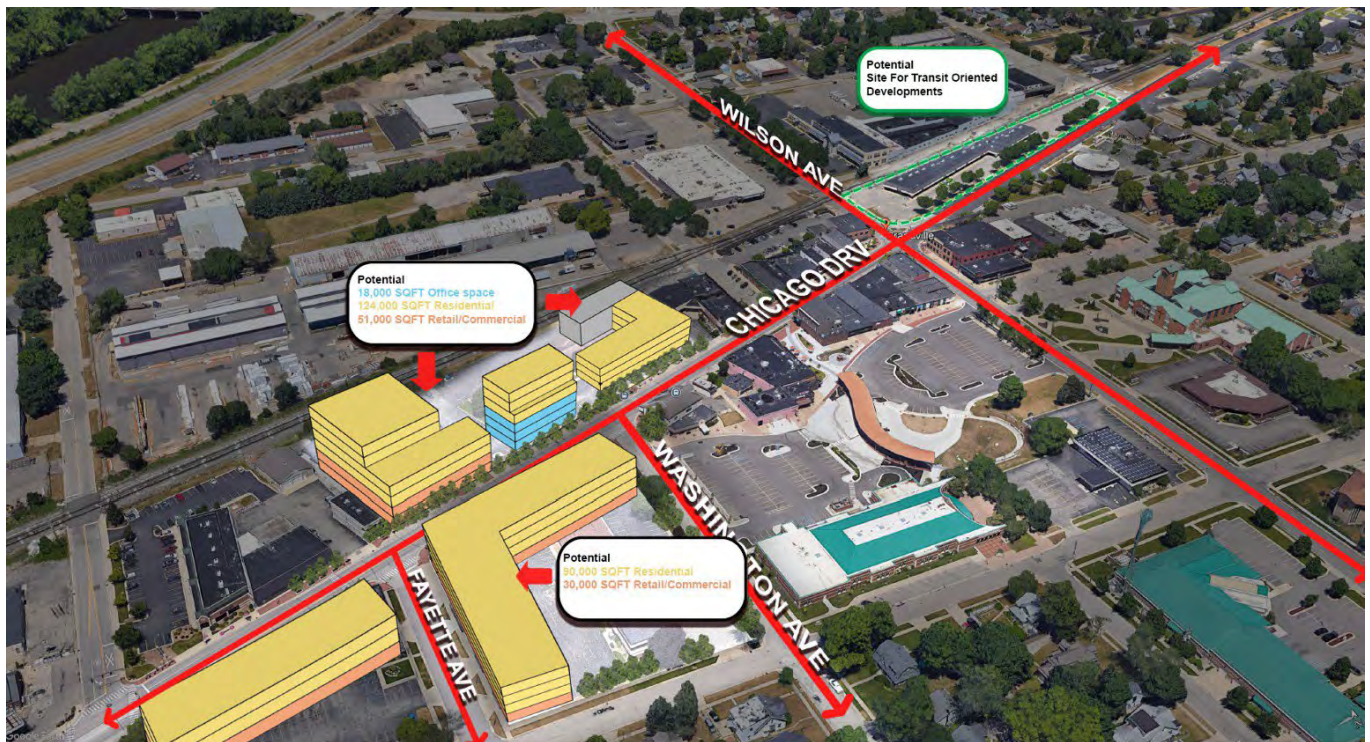
## COLLABORATIVE & ITERATIVE PROCESS

Throughout the development of the sub-area plan, the McKenna team will use a highly collaborative approach, working closely with the City Staff, and key stakeholders. We will kick off the project by confirming goals and expectations, then maintain steady communication and checkpoints to ensure the concepts, guidelines and design standards align with the City's needs and vision. An iterative development methodology will be used—we will draft initial concepts and character frameworks, gather feedback from the city staff and the project steering committee, and refine them in cycles allowing continuous improvements based on feedback.



*A McKenna led Steering Committee Workshop in Bexley, OH*





## PURPOSE DRIVEN URBAN DESIGN

At McKenna, we believe that successful visioning begins with a strong connection to both place and people. For Centertown, our approach will focus on creating a clear, community-backed framework that responds to the area's role as a gateway to downtown, its unique small-town character, and its potential for reinvestment. The updated Vision Plan will emphasize stronger connections to downtown, a safer and more walkable public realm, and a mix of uses that bring vitality to the district. Through inclusive engagement and thoughtful design, we will co-create a vision that reflects the aspirations of Grand Haven residents and stakeholders while addressing current market and mobility realities. This process will result in a plan that is not only visually cohesive and economically feasible but also embraced by the community as a roadmap for Centertown's future.

# Scope of Work



We have designed the following work plan to craft the vision for the City of Grand Haven's Centertown area and ensure that it is grounded in Grand Haven's own unique character and environment. Our approach to understanding the existing conditions, mix-of businesses, community needs, and infrastructure limitations allow for the creation of an informed and thorough plan. By hearing from community leaders, key stakeholders, and the greater community, a unique and practical plan can be implemented to produce a dynamic commercial corridor that will have a balance of land uses as determined through community engagement and area market analysis.

## **TASK 1. PROJECT START-UP AND KICK-OFF**

Project initiation consists of tasks and processes necessary to get the project up and running. These include:

### **Task 1.1 Kick-Off Meeting:**

We will conduct an initial meeting with the city staff to receive additional input and direction on the work plan and finalize a structure for project management and review. The goals of this kick-off meeting are to:

1. Reach an understanding of expectations,
2. Answer questions,
3. Identify Preferred methods of communications (e.g., email, Zoom, Microsoft Teams, etc.)
4. Adjust the work plan if needed, and make mutually agreed upon adjustments.

## Task 1.2 Background Assessment

1. **Community Plans.** We will begin our background analysis by reviewing plans, studies, and reports for the City that are relevant to the area, including the City's Master Plan, the current Centertown Vision Plan. Relevant goals, recommendations, and other aspects of these plans will be summarized and presented in an informative attractive format for use at meetings and suitable for helping to evaluate alternatives and make plan recommendations.
2. **Development Characteristics.** The McKenna team will classify existing development in the area based on existing land uses and the physical character/quality of those uses:
  - Existing land use and zoning
  - Building type, size, and character
  - Parcel size and character
  - Setbacks
  - Ownership patterns
  - Occupancy/vacancy
  - Buildings general condition
  - Property values
  - Public realm - corridor character, streetscape features, right-of-way improvements
  - Approved and proposed projects (as identified by City staff)

This analysis will group development into several categories based on shared features. In most cases, categories will include a range of land uses, buildings and locations that have similar characteristics.

3. **Existing Transportation and Mobility Network Assessment.** McKenna will analyze existing vehicular and pedestrian circulation patterns within Centertown sub-area. We will review access points, general traffic flow, intersection operations, and walkability throughout the area. Our team will identify key problem areas, safety concerns, and opportunities to improve connectivity for all users. The existing transportation analysis will consider both the local and regional context, and identify and locate features like:
  - Existing road network conditions
  - Rights-of-way, easements, and access considerations
  - Sidewalk network and widths
  - Bicycle access
  - Curb cut locations
  - Crosswalks
  - Bus stops and routes
  - Streetscape elements and vegetation
4. **Market and Trend Analysis:** Our team will conduct a comprehensive market analysis to guide land use, urban design, and economic development strategies for the sub-area plan. This analysis will draw on existing city documents, stakeholder input, U.S. Census data, regional economic reports, and local tax information. The results will be synthesized into a concise market snapshot report that directly informs land use decisions, design strategies, and implementation recommendations grounded in local economic and mobility conditions.

Meetings	Results
<ul style="list-style-type: none"><li>• 1 Kick-off meeting with City Staff</li></ul>	<ul style="list-style-type: none"><li>□ Gaining an understanding of the city's expectations</li><li>□ Collect, analyze and summarize current data, policies and documents from the City.</li><li>□ Market and Trends Analysis</li></ul>



## TASK 2. PUBLIC ENGAGEMENT STRATEGY

We understand the importance of gathering input from the community in developing any plan. Our Project team is experienced in structuring engagement processes that are interactive and meaningful. Our approach will not simply “go through the motions.” We will be targeted in our approach, using non-traditional forms of engagement as needed throughout the process to expand participation and add value to the typical public meeting approach.

To accomplish this, we propose the following public outreach process:

- Conduct initial one-on-one virtual interviews with key stakeholders to identify issues and opportunities that will inform us of our recommendations and access the current needs and trends.
- Organize one fun and interactive workshop to develop vision and goals along with a mobile workshop, discern visual preferences for public realm improvements, identify key activities nodes, and vet preliminary redevelopment sites and alternatives along with a unique character defining exercise.
- Develop alternatives and preliminary recommendations and concepts in a series of follow-up meetings with the City Staff prior to the creation of a final draft.
- Conduct a community open house to showcase the concepts and gauge public reaction.

At the outset of this task, following our initial kick-off meetings with City Staff, we will draft a preliminary public outreach plan. This plan will lay out the schedule for all proposed outreach and identify key stakeholders to be engaged during interviews, and public workshops. The following scope provides more detail about these sub-tasks.



Project Logos samples designed by McKenna

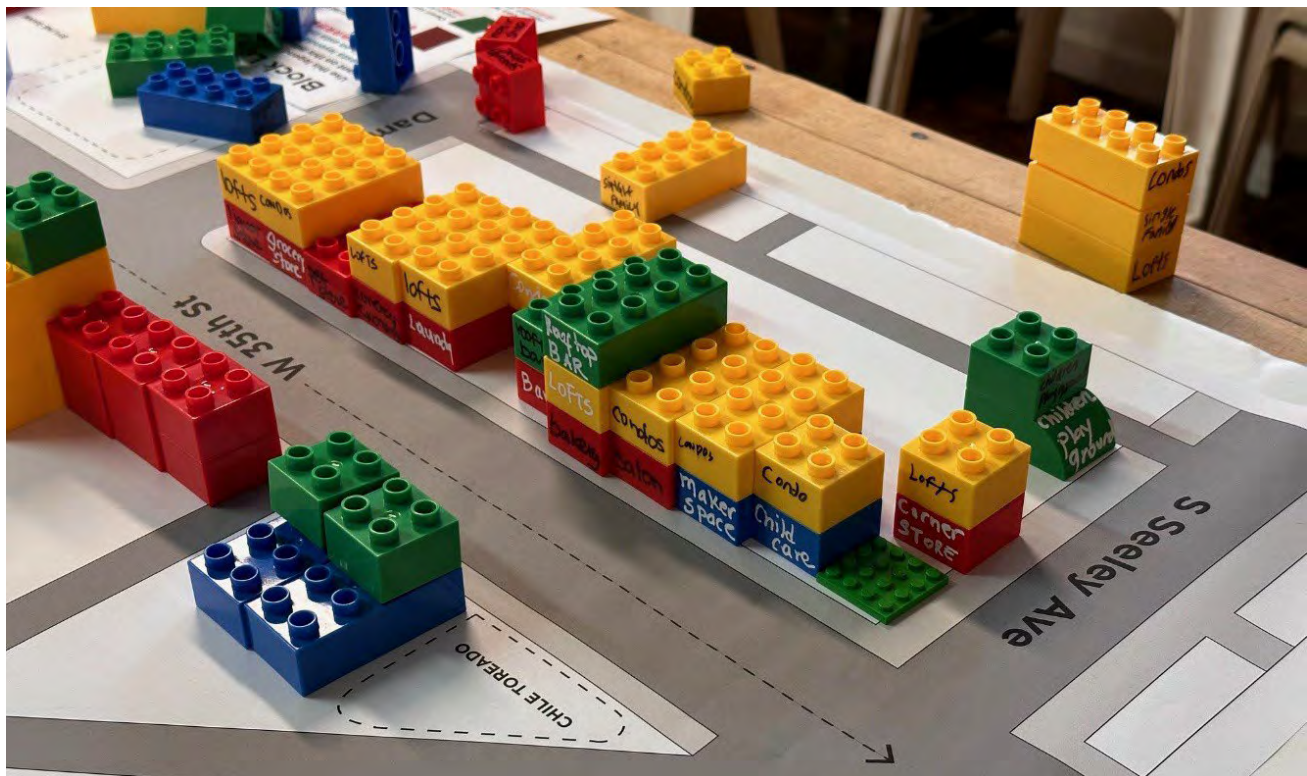
### Task 2.1 – Conduct One-On-One Stakeholder Interviews

Interviews are the most undervalued form of public engagement; they are extremely time effective, which is important for people who have limited time to contribute to a public process. We propose engaging key stakeholders through 15 to 30-minute phone calls or in-person interviews, which would allow our team to receive valuable feedback on the needs of the area in a limited amount of time for both the consultant and interviewee. We will conduct up to eight (8) interviews, with stakeholders identified by the City during kick-off meetings.

The Project team will host one full day of workshop with detailed workshop materials like: “big idea” brainstorm session, collaborative mapping exercise with the stakeholder/Main Street Downtown Development Authority, and a mobile workshop activity which would include:

- Most recently, Har Ye Kan and Nick Rolinski have further refined the process through the integration of local historical photographs, which allow for lost character to be more-fully reclaimed. Key to the exercise, and novel among public engagement techniques, is the involvement of local stakeholders (residents, municipal staff, etc.) in the field survey and observations. This involves pattern recognition of the built and landscape environments through photography and hand-sketching. Participants have appreciated seeing their local settings in fresh new ways and have a better understanding of the built character and heritage of their neighborhoods and communities.

We recommend that the City consider leveraging existing community events such as “Tote Club Days” and “Chow Down Centertown” to host a pop-up style Community Open House. This event would be preceded by an invite-only mobile workshop and walking tour of the area with key stakeholders and City officials.

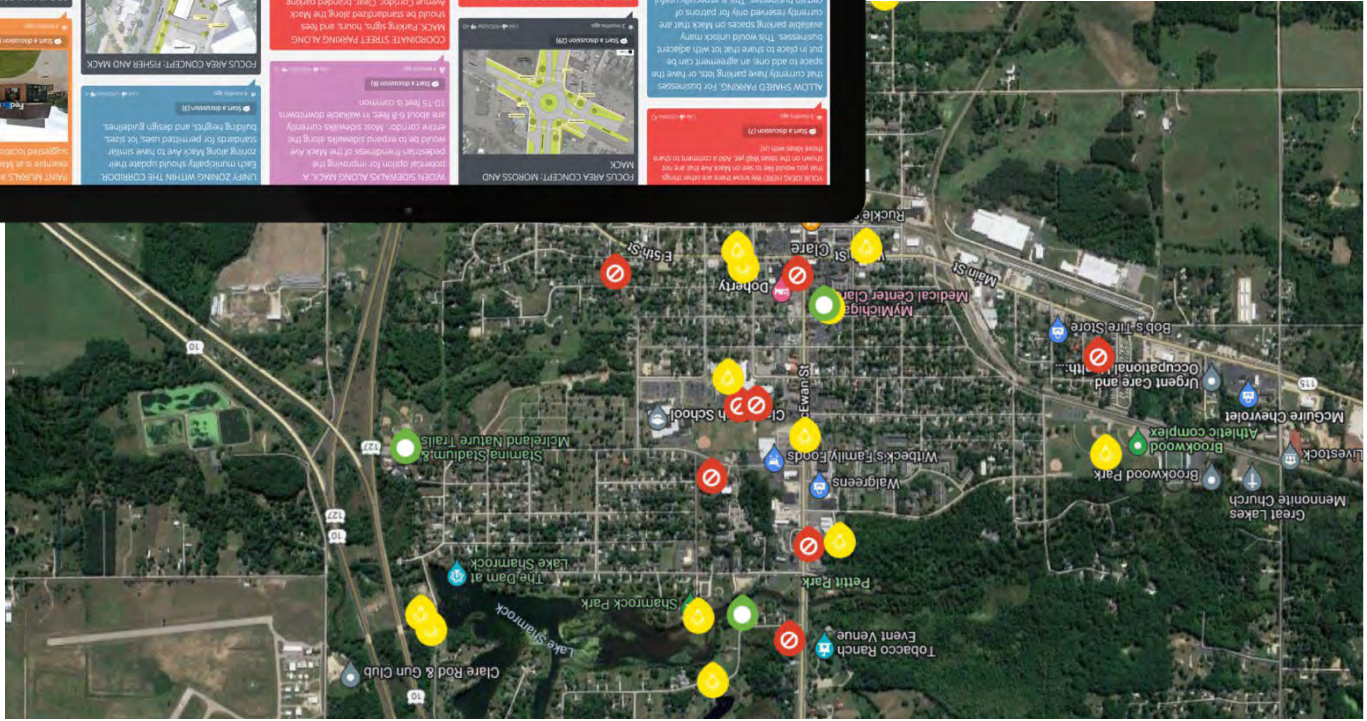




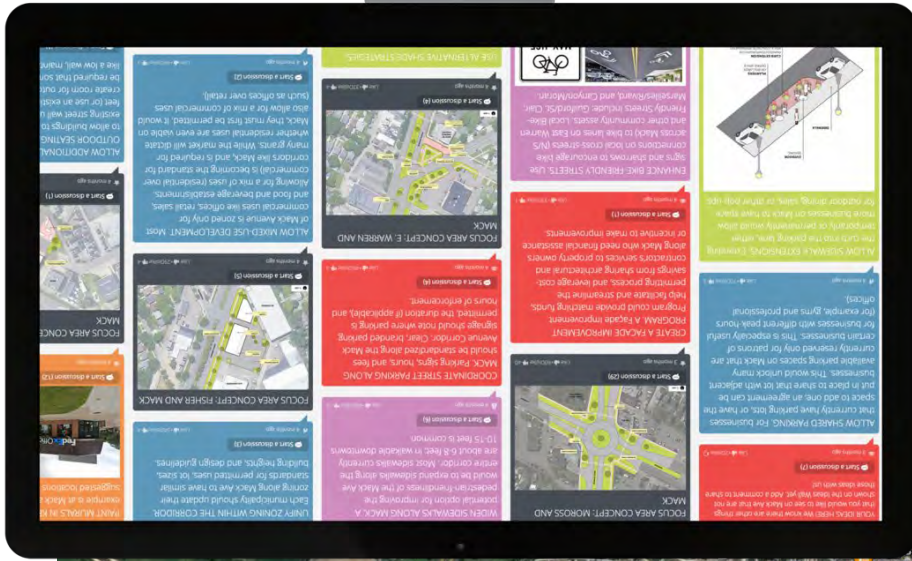
## Task 2.3 – Online Survey

Public surveys provide a way to gauge the results of an event against a larger sample of public opinion. The McKenna team routinely uses online surveys to collect essential information regarding attitudes about transportation, design, and development characteristics. The McKenna team will work with the city to design an online interactive geo-location-based survey, using Social Pinpoint which will also be beneficial for understanding parking patterns, where people go, what business they frequent, location specific concerns like pedestrian safety and wayfinding issues, if any. A survey is a great tool that will enable those individuals who cannot make it to a public meeting a way to contribute.

Meetings	Results
<ul style="list-style-type: none"> <li>1 meeting with city staff to determine public engagement plan</li> <li>1 Stakeholder/DPA Workshop</li> <li>8-10 Stakeholder Interviews</li> <li>Online Survey</li> <li>1 Post-engagement meeting with the City staff</li> </ul>	<ul style="list-style-type: none"> <li>Public Input Summary</li> <li>Empowerment of the Public to Influence the Vision</li> <li>Community and Stakeholder backed concepts and ideas</li> <li>Complete Land-use, Mobility and Spatial Analysis</li> </ul>



*Virtual Engagement Options include webinars, surveys, and websites. Tools like Social Pinpoint and Mentiimeter will be used to facilitate online and in-person collaboration.*





### TASK 3: PLAN UPDATES, ALTERNATIVE AND PRELIMINARY RECOMMENDATIONS

The success of the Plan depends on participation, buy-in and leadership of the Cities' elected and appointed officials, other community and business leaders, and other stakeholders in the future of the area. A realistic goal of any planning process is consensus, not necessarily total agreement. We will work with the City Staff, Officials to:

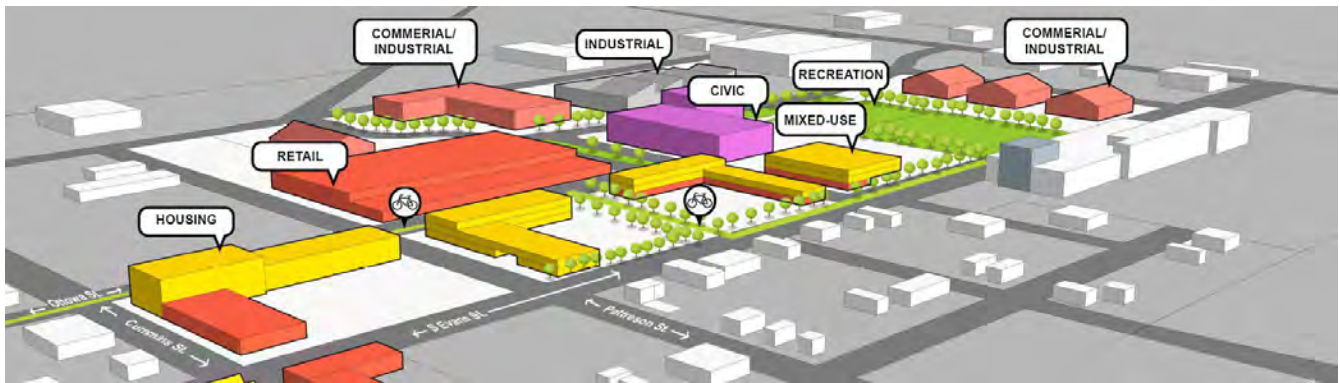
- Summarize the findings of the Public engagement
- Update the plan
- Get consensus on the existing goals and objectives,
- vet preliminary recommendations and Strategies e.g.: updates to future land use maps, recommend zoning changes and master plan updates, added opportunities to overall placemaking efforts, street improvements and property improvements.
- Aligning with current best practices which focus on more pedestrian friendly environments.

#### Task 3.1: Develop Land Use Alternatives

The examination of different alternatives will be an opportunity for the Staff and the project team to look closely at policy questions to determine how to guide public investment and regulations. The McKenna team will develop alternatives for Land Use, Transportation, and Streetscape Design simultaneously during this part of the project.

First, our Project team will work with the City Staff to consider alternatives for the sub-area based on future competitiveness; physical or economic patterns; conditions or arrangements of land, buildings, lots or blocks; land use adjacencies; functional economic obsolescence or inappropriate intensity of use; and determine if the area is a candidate for “change in intensity” within the planning period of five, 10 or 20 years. This exercise is crucial to develop and gauge the scale, programs, typology, for the final concepts to come together.





### Task 3.2 – Prepare a Preferred Conceptual Framework, Streetscape Design and Recommended Improvements

Based on the feedback received from city staff, stakeholders, and the public, we will develop a preferred set of conceptual plans for the sub-area. These recommendations will cover all elements of the public realm and pedestrian amenities. We will recommend design treatments for elements such as street trees and grates, planters, street furniture, lighting, banners, fences and walls, and sidewalk and crosswalk materials. These recommendations will also work together with the proposed cross-section alignments and development recommendations for things like sidewalk width, bicycle facilities, and front yard setbacks/build-to lines, landscape requirements and will also incorporate architecture design elements and placemaking strategies.

Meetings	Results	Estimated Fee Range
<ul style="list-style-type: none"> <li>1 meeting with city staff to review concepts and recommendations.</li> </ul>	<ul style="list-style-type: none"> <li>Alternative land use studies</li> <li>Community and Stakeholder backed concepts and ideas</li> <li>Preferred set of design elements</li> </ul>	\$3000-5000



*A Mckenna drafted development vision diagram developed alongside the City of Walker, now adopted into its Master Plan*

## **TASK 4: CENTERTOWN PLAN 2026**

Based on the numerous studies and engagement activities conducted above and the recommendations/feedback of the City Staff and Officials and other target area stakeholders, Mckenna will develop a final draft concept plan update for the target area.

The Centertown Plan will include two main components:

### **Task 4.1 Development and Character Framework and Mobility Improvements**

In this step of the work program, we will develop a plan for the character of development along the corridor for buildings, uses, and public spaces. The plan will address how buildings should look, building height, where buildings should be located on the parcel, and appropriate uses for each kind of building. This will make it easier to coordinate development and redevelopment on different sites easier. This section will include the following:

- Character transitions, gateways and nodes
- Future land use designations
- Opportunities to attract new development and businesses
- Priority redevelopment sites and catalyst opportunities
- Development prototypes for two to three alternatives, including renderings, elevations, or other visualizations.
- General concepts for parks and public spaces
- Building, siting, and parking recommendations
- Recommended building types for each character area
- Complete Streets approach, policy and principles
- Non-motorized plans for bicycle, pedestrian, and waterfront connections
- Crossing plan for priority pedestrian and bicycle crossings
- Typology plan for right-of-way variations to establish district transitions
- Typical cross-sections for segments and intersections
- Streetscape concepts

This section will also show how the identified target sites for redevelopment might be transformed using the vision and design principles identified by the public and articulated in the plan. We will provide illustrative site plans, renderings, elevations, or other graphics that show the location, height, design, and character of the proposed redevelopment.

### **Task 4.2 Public Space and Streetscaping Framework**

These guidelines will support the land use and transportation recommendations to foster a welcoming, attractive, and active corridor development that is reflective of the unique character of Grand Haven. These recommendations will aim to improve and enhance the image and identity of the corridor, including a framework for all streetscape improvements and corridor beautification projects. This section will include preferred standards for the following:

- Landscaping
- Pedestrian amenities
- Street furnishings
- Medians
- Gateway elements
- Public art
- Crossing enhancements
- Wayfinding and interpretive signs
- Corridor identity and branding

### Task 4.3: Implementation Strategies

The final deliverable for the study area will be the development of a strategic action plan to guide project implementation. This plan will provide step-by-step guidance for each phase of project implementation, including the identification of funding sources, partners for key projects, and a marketing strategy to help the city “sell” the plan to stakeholders, business owners, and other potential investors.

This Strategic Action Plan will include the following:

- A concise strategic action plan organized around project goals, objectives, strategies, and actions.
- An implementation matrix, with each project’s priority, timeframe, funding, and partners.
- A two-year work plan for staff or committee use that includes a strategy for obtaining funding.
- A marketing strategy and marketing materials.

### TASK 5: ADOPTION

At the end of the project, we will assist the City in preparing the Plan through the City’s adoption or acceptance process, as follows:

**Task 5.1: Distribution of Draft Plan.** McKenna, in the direction of the City, will transmit an electronic copy of the Plan along with the Executive Summary of the Plan to any identified entities for review and comment prior to consideration.

**Task 5.2 Planning Commission and City Council Presentations.** McKenna will attend one (1) Planning Commission meeting and one (1) City Council meeting to explain the Plan to the public and respond to reviews by the Commission and Council. McKenna will review all comments received from the Commission and Council with the City staff and, if deemed necessary, make modifications to the draft prior to formal adoption.

ACTION	DETAILS	LEAD/PARTNER	TIMEFRAME
<b>Step 1: Adopt</b> Adopting the Evans Street Corridor Plan as a future plan within the City's Comprehensive Plan and updating the 2017 South Evans Subarea Plan.	<ul style="list-style-type: none"> <li>Staff and Planning Commission update Plan and vision toward Plan for adoption.</li> <li>City Commissioners and staff.</li> </ul>	CA, PC, CC	Months 1
<b>Step 2: Refine</b> Refine development preferences and determine feasibility of alternatives working with local, regional, and state organizations to determine infrastructure needs and capacity of area, with a focus on determining redevelopment potential.	<ul style="list-style-type: none"> <li>Establish a series of working sessions with Jackson County, MDC, and MDC.</li> <li>Develop scenarios. Select preferred alternatives.</li> </ul>	PC, CC, CA, FCE, EDA, JC, MDC	Months 1-6
<b>Step 3: Regulate</b> Review and adopt new local-level code and zoning ordinance provisions for the study area.	<ul style="list-style-type: none"> <li>Develop Evans Street Code regulations.</li> <li>Develop design standards that meet and align with existing standards, including transportation, site, and building and design standards.</li> <li>Adopt City Zoning Code by Planning Commission and City Council.</li> </ul>	PC, CC, CA	Months 6-12
<b>Step 4: Partner</b> Work with MDC, Jackson County, and MDC to develop a Request for Proposals for design and development area that aligns with Evans Street Corridor.	<ul style="list-style-type: none"> <li>Create and RFP that includes the development vision, objectives, and evaluation process.</li> <li>Select a preferred design team.</li> </ul>	CA, PC, CC, JC, MDC, DB, EDA	Months 12-24
<b>Step 5: Design/Mitigate</b> Work with design team and partners on design concepts. Work with Planning Commission to review RFP and select a design team for key redevelopment corridors and primary street, regional, federal and state level transportation plan financing.	<ul style="list-style-type: none"> <li>Initiate a timeline for developing and reviewing design concepts.</li> <li>Evaluate all plans based on the Evans Street Corridor Plan and the established design objectives.</li> <li>Initiate financial contribution, including local impacts to the City and partner agencies.</li> </ul>	CA, PC, CC, MDC, JC, DB, EDA, EDA	Months 24-48
<b>Step 6: Build</b> Approved design concept and secure financing sources. Work with private developers to build corridor improvements and infrastructure. Manage and coordinate construction processes to ensure compliance with the plan and design objectives of the Evans Street Corridor Plan.	<ul style="list-style-type: none"> <li>Secure financing and secure required infrastructure to meet all funding requirements.</li> <li>Initiate the process manager or designer responsible for construction oversight and coordination of design objectives and Evans Street Corridor Plan requirements, and coordinate permitting and construction, and construction management.</li> <li>Report all economic and planning prior to initiation and upon completion.</li> </ul>	PC, CC, DB, JC, EDA, MDC, DB, EDA	Months 48-60

Meetings	Results
<ul style="list-style-type: none"> <li>• 1 meeting to present the plan to Planning Commission.</li> <li>• 1 meeting to attend City Council meeting.</li> </ul>	<ul style="list-style-type: none"> <li>□ Print and Distribution ready Draft</li> <li>□ Community backed Update to the plan</li> </ul>

# Proposed Schedule

We propose the following 4-6-month schedule. We are happy to adjust the schedule to meet your needs and are prepared to begin the project immediately upon authorization.

TASKS	2025		2026			
	Nov	Dec	Jan	Feb	Mar	Apr
<b>Task 1:</b> City staff kick-off meeting & Project Startup	X					
<b>Task 2:</b> Public Engagement including: Interviews (6-8), Focus group (2, Optional), Mini Charette (1, Optional)		XX	X			
<b>Task 3:</b> Plan Updates, Alternative and Preliminary Recommendations				X		
<b>Task 4:</b> Centertown Vision Plan 2026				X		
<b>Task 5:</b> Adoption					X	



# Project Staff and Management



We propose an experienced team familiar with and ideally matched to the City's needs in efficiently gaining community and stakeholder input, providing high-level technical analysis and visual concepts, and properly facilitating the public hearing and adoption process. Our combined expertise with community engagement, spatial analysis and needs assessments, planning and zoning, urban design, and knowledge of the issues facing communities today will allow us to provide an informed, tailored outreach process that meets your desires and gathers the quantitative feedback you need.

Members of our team are industry leaders in organizing an efficient and effective public process leading to compelling and plans with a strong implementation focus.

Our professionals embrace:

- Highly effective public processes
- Aging-in-place and housing for all stages of life
- Walkability, bicycling facilities, greenways, trails, complete streets, healthy streets
- Active living, active transportation
- Place-making
- Economic development
- Livable communities
- Land use, conservation, and environmental planning
- High-quality architecture
- Context-sensitive design solutions

We believe the most important work was done before we arrived and will be ongoing after we leave.

We help build bridges from the past and make course corrections for the future.

## PROJECT CONSULTANT TEAM

We have assembled a stellar team of professionals to work with the City. Each team member will play a critical role in planning services and plan development – consider this team an extension of your internal capacity.



**Chris Khorey, AICP – Vice President  
Project Director / Public Engagement**

**Christopher** will serve as the Project Director and guide the overall quality and standards for the project. Chris has managed numerous McKenna projects throughout Michigan, including Master Plans and Zoning Ordinances in the City of Holland, the City of Grandville, and the City of Walker. Christopher is also a recognized leader in Michigan planning with award-winning work in mobility and parks. He manages MDNR-compliant parks plans, public engagement processes, and multimodal mobility strategies. He was named *Crain's Grand Rapids Business* 40 Under 40 and has led plans honored by the Michigan Association of Planning.



**Har Ye Kan, AICP, Project Manager**

**Har Ye** will serve as a sub-consultant, project manager and the point person for the Centertown Vision Plan update project. Her work ranges in scale and type, from housing and neighborhood design to nature preservation planning, and suburban (re)development. She provides design and planning services grounded in intentional engagement, thoughtful analysis, and prudent stewardship. Through a collaborative design process, she seeks to create legible, enduring, and sustainable places that elevate our everyday life.



**Aayush Patel – Associate Planner  
Urban Design / Public Engagement**

**Aayush**, will serve as Project Designer. He brings substantial experience in architecture, and urban design, housing studies, sub-area planning, and corridor studies/design for communities across Michigan, Illinois and Ohio. At McKenna, Aayush specializes in integrating zoning, policy, and design through form-based codes, urban design, creative visualization, and community engagement. Aayush has contributed to various Master Plans and sub-area plans including North Evans Street Corridor Plan in Tecumseh, City of Walker Master Plan, City of Hudsonville Master Plan, Middle Housing studies for City of Livonia, City of Pontiac, Van Buren Township.



**Nicolas Rolinski  
Community Planning and Design Consultant**

Nicolas will serve as a sub-consultant for the Centertown Vision Plan update project. Nick operates a highly collaborative and locally rooted design consultancy committed to the stewardship and development of buildings and places which are timeless, human scale, and lovable. Based on these and other enduring design principles, Nick's work supports a balance between applied practice and the education of others, including clients, communities, and future designers.



**Ethan Senti – Assistant Planner  
Urban Design/Architecture**

Ethan Senti, Assistant Planner, will support the project's planning and design components, bringing experience with master plans, zoning ordinances, and non-motorized transportation plans for small and mid-sized communities across Michigan. He also brings skills in visual communication, with experience creating architectural and urban design graphics that support understanding and engagement for all plan users.



**Carrie Leitner – Senior Art Director  
Graphic Design and Marketing**

Carrie Leitner, Senior Art Director, will serve as the project's graphic designer, bringing extensive expertise to ensure the final materials exceed expectations for style and visual communication. With over two decades of experience, Carrie specializes in project branding, document layout, illustration, typography, digital graphics, and all aspects of public engagement materials.



# Christopher D. Khorey, AICP

VICE PRESIDENT

## EDUCATION

**Master of City and Regional Planning**  
University of Pennsylvania

**Bachelor of Arts**  
University of Notre Dame

## HONORS

**Crain's Grand Rapids Business 40 Under 40, Class of 2024**

**Excellence in Best Practice Award** for the Barry County 2040 Master Plan "Live Better", Michigan Association of Planning, 2023

**Excellence in Best Practice Award** for the Holland Unified Development Ordinance, Michigan Association of Planning, 2022

**Award for Excellence in Student Publications**,  
University of Pennsylvania

## PROFESSIONAL EXPERIENCE

### Community Planning, Master Plans

Performs all facets of community-wide master planning processes including data analysis, public participation, community visioning, and implementation strategy. Applies innovative master planning strategies for open space preservation, downtown redevelopment, historic preservation, and commercial corridor redevelopment. Integrates regional thinking into local community planning. Implements master plan visions in communities across Michigan.

### Market Analysis

Completes successful market analyses—including target market analyses, for residential, commercial, recreation needs, and office development—in suburban communities, older industrial cities, and small towns. Applies financial modeling, population projections, housing demand analysis, and retail gap analysis; employs statistical innovation and research techniques to unearth the nuances of demand for housing types.

### Zoning

Prepares zoning ordinance and map amendments, including form-based codes and lean zoning, for a wide variety of communities; provides day-to-day guidance regarding zoning to officials from farming townships to dense urban cores; performs on-site administration of zoning ordinance in dense community with historic downtown.

### Redevelopment Planning and Management

Develops neighborhood plans for CDBG communities experiencing economic transition. Creates vision for redevelopment and investment in legacy neighborhoods and communities.

### Facilitation and Public Engagement

Creates and executes public engagement strategies to address key stakeholders and community members in a variety of projects, in both growing communities and older urban neighborhood. Prepares illustrative and descriptive materials for formal presentation at meetings with public officials, community stakeholders, real estate investors, and the academic community.

### Development Review

Provides ongoing development review services and technical advice and recommendations to approval agencies for cities, villages, and townships including site plan, special land use, subdivision, variance, and rezoning for residential, commercial, industrial, mixed use, and planned unit developments.





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## PROFESSIONAL EXPERIENCE

### **Wireless Services**

Specializes in wireless telecommunications planning and regulation, including review services, drafting and approval of revised wireless regulations and proactive planning for new infrastructure.

### **Parks and Recreation Planning**

Completes Parks and Recreation Master Plans meeting MDNR requirements for a wide range of communities throughout Michigan. Targets grant programs for parks improvements and provides ongoing services to a Parks and Recreation Commission undergoing the implementation of their plan. Engages the public in the parks and recreation planning process through visioning sessions, online surveys, and presentations at public hearings.

### **Mobility**

Envisions creative solution to multi-modal mobility challenges, including bicycle and pedestrian infrastructure, optimizing public transportation coverage, and right-sizing road capacity.

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## PUBLICATIONS

**"Smart Decline or False Hope? Evaluating the Genesee County Land Bank in Flint, Michigan."**  
University of Pennsylvania, May, 2010.

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## MEMBERSHIPS

American Institute of Certified Planners  
American Planning Association  
Congress of New Urbanism  
Michigan Association of Planning



# Har Ye Kan, AICP

COMMUNITY PLANNING & DESIGN CONSULTANT

## EDUCATION

### Doctor of Design

Graduate School of Design  
Harvard University, US

### Masters in Regional Studies-East Asia

Graduate School of Arts & Sciences  
Harvard University, US

### Bachelor of Arts in Geography

(First Class Honors)  
University of Cambridge, UK

## PROFESSIONAL EXPERIENCE

### HYK CONSULTING, LLC

Urban Planning & Design Consultant for Projects including: Housing and Neighborhood Design, Community Visioning, Framework and Master Planning, Campus Planning, Aging in Community, Child-Friendly Community Planning and Design, Historic Community Planning and Cultural Landscapes Stewardship

### Owner / Consultant

### STUDIO FOR URBAN ANALYSIS

### Associate

Research and design consultant for projects including: the development of a mixed-use prototype combining consumer, community, and lifestyle services in Zhejiang Province, China; Site analysis and concept plan for the Ningbo Dingjia Waterfront Mixed-Use Development Project, China

### HOPE COLLEGE

### Lecturer & Program Director for Global Studies

### DARTMOUTH COLLEGE

### Lecturer in Geography

### HARVARD UNIVERSITY

### Post-Doctoral Associate at the Graduate School of Design

### MONETARY AUTHORITY OF SINGAPORE

### Associate in the International Relations Department

## CLIENTS

Municipalities & public agencies, nonprofits, developers, educational institutions, residential homeowners in Ottawa & Allegan Counties, and the greater Grand Rapids area.

## SERVICE

Board Member, Outdoor Discovery Center  
Board Member, Good Samaritan Ottawa  
Former Board Service: West Coast Chamber of Commerce, Jubilee Ministries

Master Planning Committee, Hope College 2017  
Campus Master Plan

## MEMBERSHIPS

American Planning Association

Michigan Association of Planning

## SELECTED PUBLICATIONS

Johnson, William J. and Har Ye Kan. **Framework Thinking: Lessons in Community Planning and Design.** ORO Editions. 2025.

Rowe, Peter G., Ann Forsyth, and Har Ye Kan. **China's Urban Communities: Concepts, Contexts, and Wellbeing.** Basel: Birkhäuser, 2016.

Rowe, Peter G. and Har Ye Kan. **Urban Intensities: Contemporary Housing Types and Territories.** Basel: Birkhäuser, 2014.

*Har Ye believes in the power of people and place in shaping our communities. Her work ranges in scale and type, from housing and neighborhood design to nature preservation planning and suburban (re)development. She provides design and planning services grounded in intentional engagement, thoughtful analysis, and prudent stewardship. Through a collaborative design process, she seeks to create legible, enduring, and sustainable places that elevate our everyday life.*



# Aayush Patel

ASSOCIATE PLANNER

## EDUCATION

**Master of City Design**  
College of Urban Planning and Public Affairs  
University of Illinois at Chicago

**Bachelor of Architecture**  
Aditya College of Architecture  
Mumbai University

## PROFESSIONAL EXPERIENCE

### Urban Design and Subarea Planning

Assisted in developing visionary concept ideas for suburban and urban communities across Chicago and Michigan. Led vision development plans for the West Standale area in the City of Walker, Michigan using rezoning and overlay tools, and balancing urban design principles like walkability, bike-ability with drivability around a mixed-use development. Contributed to illustrating the development vision for Tecumseh's revitalization efforts for the South Evans corridor and the Tecumseh Products site—a brownfield site by incorporating multi-modal transportation strategies, safe pedestrian and vehicular circulation and increasing access to public recreational facilities. Developed and illustrated neighborhood revitalization plan for the City of Hamtramck (Michigan). Assisted in making wayfinding design and planning or bike trail networks in Michigan. Collaborated in placemaking and urban design vision for lower village area in Cascade township (Michigan).

### Architecture Planning and Design

Managed and assisted principal architects in site planning and architecture design for single family-residential projects in India and Dubai. Collaborate with site engineers and civil engineers for appropriate construction solutions for projects. Provide site administration and project management services for the company to ensure seamless project execution. Developed construction drawing sets independently for architecture projects and assisted senior design staff in preparation of interior design drawing sets and presentations. Participated in design development of various interior and architecture space planning projects with principal architects and senior design staff. Developed 3D models and visualizations using industry standard software and rendering platforms.

### Public Engagement

Assisted in developing public engagement strategies to generate high-quality community feedback from Chicago's McKinley Park neighborhood by facilitating charrette activities, public workshops, focus groups, and presentations for an urban planning and design project. Designed, developed and managed community and business surveys in English, Mandarin, and Spanish followed by managing the collected database and access using QR codes. Managed and assisted in public workshops for planning and design projects in the City of Portage (Michigan) and City of Walker (Michigan).

### Zoning Analysis, Comprehensive planning and GIS Mapping

Experienced in creating maps and spatial datasets for communities and cities like Walker, Grandville, Cascade, Port Sheldon. Designed graphically pleasing maps illustrating demographics, land use, zoning, transportation conditions, utilities and natural features on both urban and regional scales. Developed comprehensive master plan text and graphics for communities, villages and townships throughout Michigan along with writing and analyzing recommendations based on best planning practices. Assisted in reviewing site plans and special land use application for communities. Assisted in drafting text, developing graphics and analysis of public feedback for amendments for the City of Portage's form-based code district.

## MEMBERSHIPS

American Planning Association  
American Institute of Architects  
Council of Architecture, India

## CERTIFICATIONS

LEED Green Association (Pursuing) U.S. Green Building Council  
Licensed Architect (India) Council of Architecture, India

# NICHOLAS ROLINSKI DESIGN



## Nick Rolinski

ARCHITECTURE & URBAN DESIGN CONSULTANT

### EDUCATION

**M.Arch, Architecture degree with urbanism concentration (2017)**  
University of Notre Dame School of Architecture

**MSME, Mechanical Engineering (2011)**  
**BME, Mechanical Engineering (2009)**  
University of Dayton, OH - School of Engineering

### PROFESSIONAL EXPERIENCE

#### NICHOLAS ROLINSKI DESIGN, LLC

#### Owner / Designer

Nicholas Rolinski Design, LLC (formerly Broad Street Studio, Inc.) is a highly collaborative and locally-rooted design consultancy committed to the stewardship and development of buildings and places which are timeless, human scale, and lovable. Based on these and other enduring design principles, NRDLLC functions as a "teaching office", and supports a balance between applied practice and the education of others, including clients, communities, and future designers. In addition to master planning and urban design, contributions to built projects have been made to a new urban format mixed-use building at 317 Central Avenue (Holland, MI), the Saint Anne Oratory at Hope College, adaptive reuse and renovation projects for downtown retail, food & beverage, and office users, and a variety of new and historic residential projects.

#### UNIVERSITY OF NOTRE DAME SCHOOL OF ARCHITECTURE

#### Adjunct Asst. Professor of Practice

Instructor for ARCH 71321 "Urban Conservation Studio" (Spring '23 - present) - Designed and provided daily direction and instruction for a new studio within the Master of Science in Historic Preservation program funded by Michael Christopher Duda Center for Preservation, Resilience, and Sustainability. Projects focused on balancing Historic Preservation and Urban Design strategies in the Near Northwest Neighborhood of South Bend, Indiana (2023), Muskegon / Nawaygo, Michigan (2024), and Holland, Michigan (2025).

#### HOPE COLLEGE

#### Adjunct Instructor

#### DISHER

#### Engineer & Recruiter

### PROFESSIONAL & SERVICE ACTIVITIES

Holland Museum Board of Trustees (2021-present), Holland Historic District Commission (2017-2023), Volunteering including: Habitat for Humanity (2008, 2021-present), City of Holland Greenhouse Design Workshop (2020), Holland in Bloom (2019), Holland Civic Center Fundraising Cabinet (2017), Junior Achievement (2011)



## Ethan Senti

ASSISTANT PLANNER

### EDUCATION

Bachelor of Science in Architectural Studies  
Southern Illinois University

Bachelor of Arts in Spanish Language Studies  
Southern Illinois University

### PROFESSIONAL EXPERIENCE

#### Urban and Architectural Design

Developed various architectural and urban design projects in Midwestern rural and urban contexts throughout architectural education. Completed analysis of existing site conditions, program and client requirements, and local zoning and building codes to develop designs for educational, healthcare, and mixed-use facilities.

#### Illustration and Graphics

Participated in the update and creation of zoning ordinance graphics for small communities throughout Michigan to convey zoning concepts and terms, to improve clarity of and ultimately compliance with zoning ordinances. Created illustrated maps for use in master plans to convey tourism information in a clear and engaging way, showcasing local features and landmarks.

#### Zoning

Assisted with the update and rewrite of small community zoning ordinances to increase overall clarity, review and reduction of parking requirements, and drafting of park related ordinances. Participated in small community zoning audit to determine effect of current zoning on housing development.

#### Transportation Planning

Assisted in the identification, classification, and analysis of transportation corridors to develop motorized and non-motorized mobility plans aimed at guiding the creation of pedestrian and bike networks and related infrastructure, while reducing reliance on automobiles in small Michigan communities.

#### Master Planning

Supported community Master Planning efforts by creating redevelopment plans, analyzing the build-out potential of Future Land Use scenarios, and devising ways to improve pedestrian and non-motorized mobility.

#### Public Engagement

Assisted with public outreach events, programming, and material preparation in small rural communities and villages to gain insight into residents' visions for their communities and obtain the necessary information for master plan drafting.

### MEMBERSHIPS

American Planning Association  
Michigan Association of Planning



## Carrie Leitner

ART DIRECTOR

### EDUCATION

Bachelor of Fine Arts in Graphic Design  
University of Michigan

Internet Professional Curriculum Courses  
Washtenaw Community College

### PROFESSIONAL EXPERIENCE

#### **Document Design and Layout - Planning and Zoning**

Designed and produced simple and complex layouts for documents including community master plans, zoning ordinances, and urban design plans.

#### **Downtown and Retail Corridor Branding**

Created brands and identities for private firms and Michigan downtowns and corridors. Developed multiple concepts for elaboration in a range of styles. Branding included downtown logos, document design, banners, brochures, and wayfinding signage.

#### **Art Director Municipal Projects**

Created initial design and messaging concepts for a multitude of high profile municipal clients, capital campaigns and annual giving initiatives.

#### **Image Editing and Production**

Edited complex photographic and illustration graphics using Photoshop and Illustrator for zoning ordinances and master plans. Managed elaborate projects including color correction, recreation plan renderings, and branding for municipal electrical energy use education.

#### **Illustration and Visualization – Zoning, Planning, and Design**

Produced graphic ideas quickly and successfully which conveyed the clients' vision. Rendered detailed zoning graphics, facade improvements, and corridor and neighborhood visualization using Adobe Photoshop.

#### **Website Design and Implementation for Public Engagement**

Planned website architecture to clearly deliver content for stakeholder use under simplified navigation. Formatted websites to include municipal documents for public review and comments.

#### **Hand Renderings and Art Work**

Created privately-commissioned portraits in pencil and charcoal. Created the first annual Charlevoix (MI) Venetian Festival poster in oil pastel. Appeared in the Charlevoix Waterfront Art Fair exhibiting pen and watercolor paintings of local street scenes and building sketches. Rendered several site and landscape concept plans with pen and ink.

### SOFTWARE EXPERTISE

Highly proficient and skilled in Adobe Creative Suite (InDesign, Illustrator, Photoshop) and Microsoft Office (Word, PowerPoint).

# Client References

Below are municipal references for recently completed projects similar in scope and scale to the proposed work. We invite you to contact any of them to learn more about our team's approach, performance, and results.

Client	Services Provided
<b>LYON TOWNSHIP, MI</b> <b>Amy Allen</b> <b>DDA Director</b> 58000 Grand River New Hudson, MI 48165 <a href="mailto:aallen@lyontwp.org">aallen@lyontwp.org</a> (248) 437-2240	<b>Downtown Development Authority/Tax Increment Financing Plan (2023)</b> <ul style="list-style-type: none"> <li>• DDA/TIF Planning</li> <li>• Cost Estimates</li> <li>• Action Plan</li> </ul> <b>DDA Concept Plans (Ongoing)</b> <ul style="list-style-type: none"> <li>• Concept Plans</li> <li>• 3-D Renderings</li> </ul>
<b>CITY OF GRANDVILLE, MI</b> <b>Theresa Meendering</b> <b>DDA Director</b> 3195 Wilson Ave SW Grandville, Michigan 49418 <a href="mailto:meenderingt@cityofgrandville.com">meenderingt@cityofgrandville.com</a> (616) 724-1909	<b>Ottawa-Chicago Streetscape Design (2023)</b> <ul style="list-style-type: none"> <li>• Concept Plans</li> <li>• Public Engagement</li> <li>• 3-D Renderings</li> </ul> <b>Downtown Development Authority Action Plan (2023)</b> <ul style="list-style-type: none"> <li>• DDA planning</li> <li>• Public Engagement</li> <li>• Cost Estimates</li> <li>• Project Prioritization</li> </ul>
<b>CITY OF TECUMSEH, MI</b> <b>Dan Swallow, AICP, MPA</b> <b>City Manager</b> City of Tecumseh (517) 424-6555	<b>S Evans Corridor and Sub-area Plan (2023)</b> <ul style="list-style-type: none"> <li>• Concept Plans</li> <li>• Sub-area planning</li> <li>• Action Plan</li> </ul> <b>Parking Study (2025)</b> <ul style="list-style-type: none"> <li>• Parking Assessment</li> <li>• Alternative Parking Scenarios</li> </ul>
<b>HOLLAND TOWNSHIP, MI</b> <b>Corey Broersma</b> <b>Community Development Director</b> 353 North 120th Avenue Holland, MI 49424 <a href="mailto:coreyb@hct.holland.mi.us">coreyb@hct.holland.mi.us</a> (616) 396-2345	<b>Sub-Area Plans within the Comprehensive Plan (2020)</b> <ul style="list-style-type: none"> <li>• Concept Plans</li> <li>• Corridor Planning</li> <li>• Subarea Planning</li> <li>• Action Plan</li> <li>• Public Engagement</li> <li>• Street Cross-section Design</li> </ul>





MCKENNA

Communities for real life.

What we did:

DESIGN

Urban Design

PLANNING

Transportation Planning  
Corridor Planning  
Public Engagement

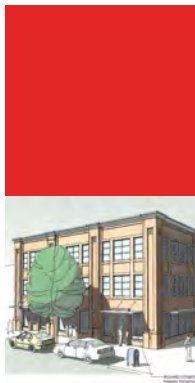
## Realize Cedar: Urban Design Framework

DELHI CHARTER TOWNSHIP,  
INGHAM COUNTY, MICHIGAN

McKenna worked with Delhi Charter Township on the award-winning Realize Cedar initiative to guide the design of a new downtown. The project included an innovative pop-up outreach events to reach residents where they were—local basketball games, riding the trails, shopping at the farmer's market, visiting the library, or watching music at Veterans' Memorial Park. Other outreach included digital display kiosks, online surveying and forums, local business presentations, and focus groups.

The project, which considered a roadway reconfiguration to reduce the number of lanes and create better biking, walking, and streetscape amenities, incorporated best practices for roadway operations and safety analysis. The transportation analysis followed the Federal Highway Administration process for the evaluation of Road Diets.

Ultimately, Realize Cedar is about facilitating the latent need for new housing and businesses. The Township now has a design framework to facilitate and evaluate new development at several key sites. The Urban Design Framework includes identity themes, materials standards, and signing guidelines for the entire corridor from Willoughby Road on the north and College Road on the south.



MCKA.COM

# Evans Street Corridor Plan

CITY OF TECUMSEH, MICHIGAN

The Tecumseh North Evans Corridor is undergoing significant redevelopment to revitalize the area and improve its functionality and aesthetic appeal. As part of the redevelopment efforts, a comprehensive plan has been devised that focuses on enhancing the physical character, land use, and overall connectivity of the corridor.

McKenna conducted comprehensive engagement, including focus groups, one-on-one interviews, an open house, and a survey, to inform the recommendations for corridor improvements. Additionally, McKenna consulted market research to determine the types of businesses the corridor could support.

In summary, the Tecumseh North Evans Corridor plan outlines a multifaceted approach to transforming the area into a more cohesive and appealing environment. By addressing the diverse needs of residential, commercial, and industrial zones, the plan aims to create a more integrated and attractive community space. The redevelopment efforts also emphasize improving pedestrian and bicycle connectivity, making it easier for residents to access commercial and recreational areas within the corridor.



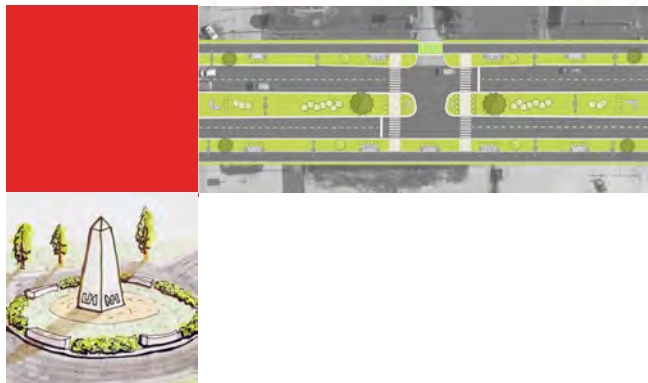
# Lincoln Highway Corridor Plan

CITY OF NEW HAVEN, INDIANA

McKenna worked with the City of New Haven to create a plan rooted in a new vision for a vibrant commercial activity supported by a mix of uses and transportation options. The Lincoln Highway Corridor Plan identified concrete strategies to increase the sense of place along the corridor. The existing character of the Lincoln Highway has wild variation, from industrial trucking uses, to regional shopping, to neighborhood and community centers. From one precedent to the next, the City needed an approach that would unify the corridor's strengths and set the stage for redevelopment.

McKenna's approach was to build on our knowledge of the City, and its partnerships with INDOT and Allen County to develop an in-depth understanding of existing issues and opportunities. Through public engagement and technical expertise McKenna developed an urban design framework highlighting catalytic redevelopment opportunities, a partnership strategy for corridor reconstruction, identity elements, landscaping, and furnishing programs that increase aesthetic cohesion.

With an eye on results, the plan includes a Tax Increment Financing (TIF) analysis outlining annual capture and bond projections for 10, 20, and 30 year intervals. A six-step and three-year action plan details project phases, key steps, partners, and timeframes to keep the work on track and move toward meaningful change. With the Lincoln Highway Corridor Plan, New Haven leadership can work toward seeing this transformational vision realized.





# West Jefferson Corridor Plan

CITY OF RIVER ROUGE, MICHIGAN

Jefferson Avenue is the main transportation and commercial corridor in River Rouge, a community just south of downtown Detroit. River Rouge leaders saw an opportunity for revitalizing Jefferson Avenue by developing a new plan for the corridor. The corridor has faced economic struggles, especially after the bridge at the north end was damaged

preventing travel between River Rouge and Detroit. The road was also five lanes wide or wider, which was overbuilt for the traffic volumes typically seen on the corridor. Even more importantly, leaders wanted to create more non-motorized transportation opportunities and tie into the statewide Iron Belle Trail.

McKenna gathered input from residents and city leaders to determine potential redevelopment sites and development imperatives for the corridor. The plan included a retail market gap analysis to show how the corridor would be better served with different types of businesses. McKenna also developed a road design that included on-street bicycling routes and better pedestrian accommodations, meeting a major need on the corridor and taking advantage of the available right-of-way. Finally, we designed landscape and streetscape elements to beautify the corridor. The city is leveraging this plan to apply for a Transportation Alternatives Program grant to implement the planned improvements, and undertook a summer placemaking program to capitalize on community development momentum.



CONKLIN  
SUBAREA  
PLAN

TOP: VIEW OF CONKLIN MAIN STREET LOOKING SOUTHWEST TO A PROPOSED MIXED-USE DEVELOPMENT & ADAPTIVE REUSE OF A HISTORIC SILO BOTTOM: VIEW OF PROPOSED TRADITIONAL NEIGHBORHOOD CHARACTER, MAIN STREET CONCEPT PLAN, VIEW OF MAIN STREET ACTIVATION

ENVISIONING  
POSSIBILITIES FOR A  
RURAL VILLAGE

**LOCATION:** Chester Township, MI

**CLIENT:** Chester Township

**SERVICE:** Subarea Planning & Design;  
Character Defining Features Field Survey

**SIZE:** 427 acres

**YEAR:** 2025

**WEBSITE:** [www.conklinsubareaplan.org](http://www.conklinsubareaplan.org)

Conklin is an unincorporated, compact village that reflects the historic, rural, and agricultural character of Chester Township. As it looks toward the future, its existing sanitary sewer system is at capacity. All remaining hookups in the sewer system are reserved for existing open lots in the sewer district. At the same time, Main Street has a few vacant parcels which could strengthen Conklin's local identity and vibrancy. The subarea vision and plan sought to find possibilities to this question: How might the community support future needs while preserving and protecting the rural lifestyle, village character, and natural features unique to Conklin? Working in close collaboration with the local steering committee and private property owners, the community-oriented roadmap explored (i) future neighborhood forms and layouts, (ii) streetscape and development opportunities to revitalize the historic Main Street, and (iii) phasing and funding approaches for early implementation.



# WASHINGTON SQUARE SUBAREA PLAN



TOP: VIEW OF WASHINGTON SQUARE LOOKING NORTHEAST FROM 19TH STREET

BOTTOM: VIEW OF WASHINGTON SQUARE LOOKING SOUTH FROM WASHINGTON AVE, CONCEPT PLAN, VIEW OF SIDEWALK & ALLEY DINING

## REFRESHING A NEIGHBORHOOD SQUARE

**LOCATION:** City of Holland, MI

**CLIENT:** City of Holland

**COLLABORATOR:** McKenna & Associates

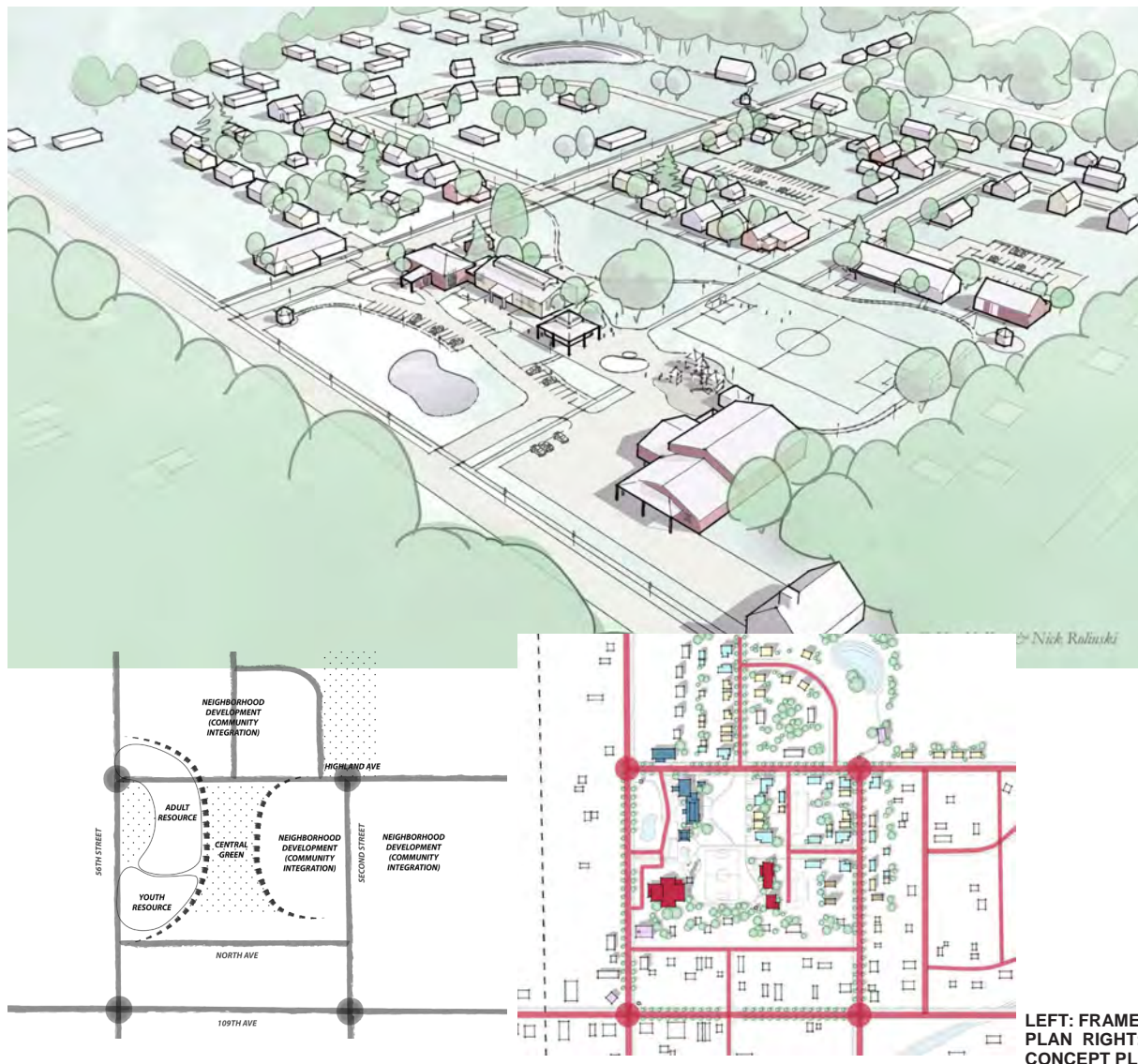
**SERVICE:** Subarea Planning & Design

**SIZE:** 3.1 acres

**YEAR:** 2023

Washington Square is a vibrant neighborhood node with culturally diverse businesses and residents. The early 2020s saw the renewed beginnings of a public-private partnership vehicle in the Washington Square Business Improvement District Board and re-energized interest in refreshing the beloved neighborhood square. Building on the streetscape improvements from the 1990s/early 2000s, this subarea plan set out to cast a comprehensive, coherent vision and community-oriented roadmap to guide the future. It sought to celebrate the historic character of the place and address more fundamental issues of traffic safety, streetscape, and public realm improvements for more outdoor areas for activation and programming. With permission from private property owners, other design concepts were explored to support future private planning.

# PEOPLE HELPING PEOPLE VISION & MASTER PLAN



LEFT: FRAMEWORK  
PLAN RIGHT:  
CONCEPT PLAN

## CREATING A COHERENT MISSION- DRIVEN “CAMPUS” COMMUNITY

**LOCATION:** Pullman, MI

**CLIENT:** People Helping People

**SERVICE:** Community Planning & Design

**SIZE:** Approx. 48 acres

**YEAR:** 2021

People Helping People began as a Bible Study for adults and youth in the Pullman community in 2010. It soon grew to become a resource center, a community hub, and a trusted nonprofit anchoring the community. After the completion of “The Linking Center” in 2018, the nonprofit initiated a visioning process to create a coherent, mission-driven “campus” community. The effort assessed programming needs and opportunities, overall grounds and broader community connectivity, and developed a framework plan and concept plan to support thoughtful future expansion fitting with the rural community context.

Since the visioning and master plan completion, People Helping People has built a food pantry + adult resource center, a maintenance shop for vocational training, and will construct a nature playscape in 2025.



# Cost Proposal

## FEE STRUCTURE

McKenna will prepare the Plan as identified herein for the lump sum amount of (not to exceed) \$20,004.

McKenna's team of transportation professionals, landscape architects, and urban designers process all the requisite experience and qualifications to complete the proposed scope.

The McKenna team is happy to adjust our scope and/or approach, and corresponding budget amount, to best meet your needs.

TASK	ITEMIZED FEE
1. City staff kick-off meeting & Project Startup and Background Assessment	\$5,043
2. Public Engagement	\$5,216
3. Plan Updates, Alternatives and Preliminary Recommendations	\$6,766
4. Centertown Vision Plan 2026	\$1,490
5. Adoption	\$1,489
<b>TOTAL</b>	<b>\$20,004.00</b>

Invoicing will be monthly on a percentage completed basis. Please note that we are amenable to modifying the scope of our services or billing structure to best accommodate the City's needs and expectations. We appreciate the opportunity to discuss these types of modifications with you.

Significant revisions, expanded/new project tasks, or other additional changes to the proposed work plan not identified in this scope will be billed according to the following hourly fee schedule, with authorization from City staff prior to completion of any additional services.

## FEE SCHEDULE

Professional Classification	Rate Per Hour*
President	\$220
Executive or Senior Vice President	\$200
Vice President	\$190
Director	\$180
Senior Principal or Manager	\$175
Principal	\$145
Senior	\$130
Associate	\$110
Assistant	\$100
Administrative Assistant	\$75
Consultation, preparation for, and sitting as expert witness in legal matters.	\$220

\*Rates include the following overhead: Accounting, Advertising and Promotion, Books, Publications and Maps, Business Entertainment, Charitable Contributions, Computers, Furniture and Fixtures, Graphics Supplies and General Insurance, Interest, Legal, Licenses, Meals, Memberships and Subscriptions, Office Equipment, Office Space and Parking, Office Supplies, Postage (Except Overnight), Professional Dues, Software, Taxes and Telephone.

These rates do not include photography, outside reproduction, document or materials purchases, which are invoiced additionally. Rates also do not include reimbursable costs for travel, courier, overnight mail, etc. Mileage will be invoiced at the Federal mileage rate.

These hourly rates are valid through December 31, 2025, after which they may change per classification by a percentage equal to the increase in the Consumer Price Index for the prior 12 months per U.S. Department of Labor, Bureau of Labor Statistics.