



## **Agenda: Battle Creek City Commission**

Meeting Date: April 16, 2024- 7:00 PM

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

Title: Battle Creek City Hall - City Commission Chambers - 3rd Floor

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### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **PROCLAMATIONS AWARDS**

Beautiful Battle Creek Awards

Proclamation for Earth Week 2024

Proclamation for Arbor Day 2024

Proclamation for Workers Memorial Day 2024

### **CHAIR NOTES ADDED OR DELETED RESOLUTIONS**

### **PETITIONS COMMUNICATIONS REPORTS**

### **PUBLIC HEARING**

A Public Hearing for the purpose of hearing public comments on the housing and community development needs of low and moderate income citizens for the City's 2024-2025 Annual Action Plan.

A Public Hearing for the purpose of hearing public comments on a Substantial Amendment to the 2018, 2022 and 2023 Annual Action Plans for Community Development Block Grant (CDBG) funding.

### **INTRODUCTION OF ORDINANCES**

- 05-2024 A Proposed Ordinance, #05-2024, seeking to amend Sections 1, 3, 5, 6 and 99 and repeal Sections 4 and 98, of Chapter 1610 of City Ordinances, International Fire Code, to reflect amendments to the International Fire Code and to comply with State Law and regulations.
- 06-2024 A Proposed Ordinance, #06-2024, to amend Chapter 286 "Police/Community Relations Advisory Committee," by repurposing it as the "Community Oversight Board," with the primary function to provide input, in an advisory capacity, to the City Manager in reconsidering the Police Chief's determination following a Community Relations Complaint investigation filed pursuant to the Police

Department Policy.

**ADOPTION OF ORDINANCES**

- 406 A Resolution seeking to adopt Ordinance #04-2024, an Ordinance to amend the Historic Preservation Code of the City of Battle Creek.

**PUBLIC COMMENTS REGARDING CONSENT AGENDA AND RESOLUTIONS NOT ON CONSENT AGENDA**

(Limited to three minutes per individual)

**COMMISSION COMMENT REGARDING MEETING BUSINESS**

**CONSENT AGENDA**

**Minutes:**

Minutes for the April 2, 2024 City Commission Regular Meeting

**Petitions, Communications, Reports:**

City Manager's Report for April 16, 2024

Review Committee Meeting Minutes for April 10, 2024

**Resolutions:**

- 407 A Resolution appointing Randy Case as a new member to the Historic District Commission.
- 408 A Resolution reappointing Jack McCulley from serving as an Alternate to fill a vacancy on the Zoning Board of Appeals.
- 409 A Resolution reappointing John Avery to the Goguac Lake Board.
- 410 A Resolution reappointing Thomas Burke to the Downtown Parking System Advisory Committee.
- 411 A Resolution seeking to appoint one new member (Khyrinn Herring) to the Northeast Neighborhood Planning Council (NPC # 4).
- 412 A Resolution setting a Public Hearing on May 7, 2024 at 7:00 PM, on a proposed Industrial Facilities Tax (IFT) Exemption Certificate for a single tenant speculative building at the request of FCIP South Park 2, LLC for real property located at 201 Watkins Road in Industrial Development District No. 40.
- 413 A Resolution making permanent Temporary Traffic Control Order (TTCO) #1734.
- 414 A Resolution seeking authorization regarding a contract for Sig Sauer rifles for the City of Battle Creek Police Department from Acme Sports, Inc., in an estimated, after trade-in amount, of \$55,472.00 with unit prices prevailing.
- 415 A Resolution seeking authorization to issue a purchase order for Airfield Lighting Constant Current Regulators to Cooper Crouse-Hinds, LLC in a not-to-exceed amount of \$63,764.88 plus shipping costs.

**RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA**

- 417 A Resolution seeking authorization for the City Manager to execute an agreement with the Michigan Department of Transportation (MDOT) permitting it temporary access to a portion of City-owned property, Parcel No. 13-52-2620-40-001-0, during MDOT's M-66 crosswalk reconstruction.
- 418 A Resolution seeking authorization for the City Manager to enter into Contract No. 22-5498 with the Michigan Department of Transportation. (MDOT) for a Special Trunkline Traffic Study to evaluate safety and mobility along Beckley Road and B Drive North.



- 419 A Resolution seeking authorization for the City Manager to enter into an Interlocal Agreement for cost sharing with Calhoun County for a Special Trunkline Traffic Study to evaluate safety and mobility along Beckley Road and B Drive North.
- 420 A Resolution seeking authorization for the City Manager to enter into an Environmental Assessment and Remediation License with Marathon Petroleum Company LP for access to City right-of-way adjacent to 1528 West Michigan Avenue, Parcel No. 3800-00-058-0, for remediation activities.
- 421 A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Capital Preventative Maintenance Program project from Pavement Maintenance Systems, LLC in an estimated amount of \$304,748.40, with unit prices prevailing.
- 422 A Resolution seeking authorization to issue a purchase order for night vision binoculars for the City of Battle Creek Police Department to Venture Tactical, LLC, in an estimated amount of \$153,555.00, with unit prices prevailing.
- 423 A Resolution seeking acceptance of the proposal of best value for security guard services from Lagarda Security in an initial one-year and two-month estimated amount of \$239,373.12, with unit prices prevailing.
- 424 A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Rehabilitation Program project from Rieth-Riley Construction Co. Inc., in an estimated amount of \$747,315.94 with unit prices prevailing.
- 425 A Resolution seeking acceptance of the proposal of best value from Mead and Hunt, Inc., to provide consultant services for the FAA Tower rehabilitation project at the City of Battle Creek Executive Airport at Kellogg Field, in an estimated amount of \$140,466.00, with unit prices prevailing.
- 426 A Resolution seeking authorization for the City Manager to execute a grant agreement with Battle Creek Area Habitat for Humanity for the development and resale of two single family homes in Battle Creek to low-income and moderate-income households.
- 427 A Resolution seeking approval of the Substantial Amendment to the City's 2018, 2022 and 2023 Annual Action Plans for the Community Development Block Grant (CDBG) program reallocating \$557,437.74 to the Minor Home Repair Program.
- 428 A Resolution seeking affirmation of the partial denial of Freedom of Information Act (FOIA) request No. 24-471 by Mr. Glenn Kowalske (Appellant).
- 429 A Resolution seeking reversal of the partial denial of Freedom of Information Act (FOIA) request No. 24-471 by Mr. Glenn Kowalske (Appellant).

#### **GENERAL PUBLIC COMMENT**

(Limited to three minutes per individual)

#### **COMMISSION COMMENTS**

#### **ADJOURNMENT**

It is the desire of the City Commission to encourage public expression in the course of its meetings. Such expression can be integral to the decision-making process of the City Commission. It is the intention of the City Commission to respect the rights of persons addressing the Commission. Public comment periods are a time for citizens to make comments; they are not intended as a forum for debate or to engage in question-answer dialogues with the Commission or staff. Commissioners are encouraged not to directly respond to speakers during public comment periods. At the conclusion of the speakers remarks, the Mayor or individual Commissioners may refer a question to City staff, if appropriate. Also, individual Commissioners may choose to respond to speakers during the Commission Comment period. It is with these aims in mind, so as to promote decorum and

civility and an orderly process for conducting its public meetings, that the following rules concerning public comments, consistent with applicable law, are adopted by the City Commission.

(1) Persons attending a regular or special Commission Meeting shall be permitted to address the City Commission in conformity with this rule. The opportunity to address the Commission shall be limited to the following:

(a) Persons desiring to address the City Commission are encouraged, but shall not be required, to fill out and turn in to either the City Clerk, Mayor, or presiding Commissioner, prior to the meeting, a comment card disclosing the following information: The person's name, address, and telephone number; the specific issue, topic or resolution the individual wishes to address.

(b) During public hearings when scheduled, speakers may present facts and opinions on the specific matter being heard by the Commission. A three-minute time limit is imposed per speaker. In the discretion of the Mayor or presiding officer, the time limit for individual speakers may be lengthened or shortened when appropriate.

(c) During the consideration of specific ordinances when scheduled, speakers may present facts and opinions on the specific ordinance being considered by the City Commission. Speakers addressing the City Commission during this time shall limit their comments to the specific issue being considered. A three-minute time limit, which may be lengthened or shortened by the Mayor or presiding officer when appropriate, is imposed per speaker, per matter considered.

(d) During the public comment period on the consent agenda and resolutions not on the consent agenda, each speaker may address the Commission once, regarding anything on the consent agenda and resolutions not on the consent agenda, for a total not to exceed three minutes regardless of how many consent agenda items or regular resolutions the speaker is addressing, which time period may be lengthened or shortened by the Mayor or presiding officer when appropriate.

(e) During the General Public Comment portion of the meeting, speakers may address the City Commission on any matter within the control and jurisdiction of the City of Battle Creek. A speaker shall be permitted to address the City Commission once, for up to three minutes, during this portion of the meeting.

(f) Applicants or Appellants, as defined below, or an attorney retained to represent them, are not bound by the specific time limitations set out above but may have the amount of time deemed reasonably necessary by the Mayor or presiding official to present their case to the City Commission without violating the rules set out below in sub-section 4(a) through (g), with which they are obligated to comply.

(i) Applicant is defined an individual or business entity seeking a City Commission final decision on a matter for which the individual has made application to the City based upon a specific provision in a City Ordinance or state statute for permission to take a specific action;

(ii) Appellant is an individual appealing a decision of a City official or an inferior body based upon a specific provision in City ordinances entitling the individual to appeal the decision to the City Commission.

(2) An individual wishing to address the City Commission shall wait to be

recognized by the Mayor or presiding Commissioner before speaking. An individual who has not filled out a card requesting to address the City Commission shall raise his or her hand and wait to be recognized by the Mayor or presiding Commissioner before speaking and shall identify themselves by name and address and, if appropriate, group affiliation for the record.

(3) Speakers shall address all remarks to the Mayor, or the presiding Commissioner or official, and not to individual Commissioners or staff members. Speakers shall not address their remarks to members of the public in attendance at the meeting.

(4) A speaker will be ruled out-of-order by the Mayor or presiding Commissioner and the Commission will continue with its business, and the speaker may be required to leave the meeting after having been ruled out-of-order for a breach of the peace committed at the meeting as permitted by the OMA, when the speaker violates above sub-section 3 or the following:

- (a) Becomes repetitive or speaks longer than the allotted time;
- (b) Attempts to yield any unused portion of time to other speakers;
- (c) Engages in a personal attack upon a city employee, administrator or Commissioner only if the personal attack is totally unrelated to the manner in which the employee, administrator or Commissioner carries out their public duties or office;
- (d) Uses obscene or profane language;
- (e) Engages in slanderous or defamatory speech;
- (f) Uses derogatory racial, sexual or ethnic slurs or epithets relating to any individual or category of persons; or
- (g) Engages in conduct that interrupts or disrupts the meeting.

(5) Individuals attending City Commission meetings or workshops, excluding City staff, shall not pass the commission chambers bar upon which the podium is affixed (and which divides the audience section from the well of the chambers) without having been invited to do so by the Mayor or official presiding over the meeting, or after requesting and explicitly being granted permission to do so. Any individual violating this sub-section will be ruled out-of-order by the Mayor or presiding official and the individual may be required to leave the meeting for a breach of the peace committed at the meeting as permitted by the OMA.



General Detail

NO.

Beautiful Battle Creek Awards

**BATTLE CREEK, MICHIGAN - 4/16/2024**

Beautiful Battle Creek Awards for April 2024

**NPC 1**

Angel Corral  
29 Midway Court  
Battle Creek, MI 49014 - Ward 2

**NPC 2**

No Nominations

**NPC 3**

James Wolfersberger and Kristin Markovich  
103 Burr Street  
Battle Creek, MI 49015 - Ward 4

**NPC 4**

No Nominations

**NPC 5**

Estella Spates  
39 Barney Blvd.  
Battle Creek, MI 49037 - Ward 1

**NPC 11**

No Nominations

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Marcie Gillette, Community Services Director

**Department:** Community Development

**SUMMARY**

Beautiful Battle Creek Awards

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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**ATTACHMENTS:**

File Name	Description
❏ Beautiful_Battle_Creek_Awards_April_2024.pdf	Beautiful Battle Creek Awards April 2024
❏ Beautiful_Battle_Creek_Award_29_Midway_Ct._April_2024.pdf	BBCA 29 Midway Ct April 2024
❏ Beautiful_Battle_Creek_Award_103_Burr_St_April_2024.pdf	BBCA 103 Burr Street April 2024
❏ Beautiful_Battle_Creek_Award_39_Barney_Bldv_April_2024.pdf	BBCA 39 Barney Blvd April 2024

## **Beautiful Battle Creek Awards April 2024**

### **NPC 1**

Angel Corral  
29 Midway Court  
Battle Creek, MI 49014 - Ward 2

### **NPC 2**

No Nominations

### **NPC 3**

James Wolfersberger and Kristin Markovich  
103 Burr Street  
Battle Creek, MI 49015 - Ward 4

### **NPC 4**

No Nominations

### **NPC 5**

Estella Spates  
39 Barney Blvd.  
Battle Creek, MI 49037 – Ward 1

### **NPC 11**

No Nominations

# BEAUTIFUL BATTLE CREEK AWARD

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PROUDLY PRESENTED TO

## Angel Corral 29 Midway Court

Are hereby recognized by the Neighborhood Planning Council, and by the City of Battle Creek, for their continuing efforts to improve their neighborhood through property maintenance and beautification that contributes to the community-wide goal of improving the quality of life for Battle Creek's citizens.

In testimony thereof, the  
Seal of the City of Battle  
Creek was affixed on the  
16th Day of April, Two  
Thousand Twenty Four.

*James Moreno*

NPC Chair

*Mark Beltrame*

Mayor





# BEAUTIFUL BATTLE CREEK AWARD

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PROUDLY PRESENTED TO

**James Wolfersberger**  
**103 Burr Street**

Are hereby recognized by the Neighborhood Planning Council, and by the City of Battle Creek, for their continuing efforts to improve their neighborhood through property maintenance and beautification that contributes to the community-wide goal of improving the quality of life for Battle Creek's citizens.

In testimony thereof, the  
Seal of the City of Battle  
Creek was affixed on the  
16th Day of April, Two  
Thousand Twenty Four.

*Timothy Conlogue*

NPC Chair

*Mark Beltrame*

Mayor





# BEAUTIFUL BATTLE CREEK AWARD

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PROUDLY PRESENTED TO

**Estella Spates**  
**39 Barney Boulevard**

Are hereby recognized by the Neighborhood Planning Council, and by the City of Battle Creek, for their continuing efforts to improve their neighborhood through property maintenance and beautification that contributes to the community-wide goal of improving the quality of life for Battle Creek's citizens.

In testimony thereof, the  
Seal of the City of Battle  
Creek was affixed on the  
16th Day of April, Two  
Thousand Twenty Four.

*Kathy Antaya*

NPC Chair

*Mark Beltrame*

Mayor





General Detail

NO.

Proclamation for Earth Week 2024

**BATTLE CREEK, MICHIGAN - 4/16/2024**

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

Proclamation for Earth Week 2024

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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**ATTACHMENTS:**

File Name	Description
 Proclamation_for_Earth_Week_2024.pdf	Proclamation for Earth Week 2024

# Proclamation

- WHEREAS,** Earth Day was first celebrated on April 22, 1970, with the goal of inspiring an appreciation of our nation's natural resources through conservation and protection; and
- WHEREAS,** Earth Day marks a global recognition of human's interconnectivity to all other forms of life and the environment on which we all depend and inspires a renewed commitment to environmental stewardship and to the implementation of sustainability efforts; and
- WHEREAS,** the global community now faces extraordinary challenges, such as a global health crisis, environmental degradation, climate change, and food and water shortages; and
- WHEREAS,** it is understood that the citizens of the global community must step forward and take action to create immediate positive environmental change to combat the aforementioned global challenges; and
- WHEREAS,** Earth Day is an annual reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts; and
- WHEREAS,** the City of Battle Creek and its neighbors are encouraged to take part in organized "Earth Week" cleanup activities around the City from April 21-27, 2024;
- NOW, THEREFORE,** I, Mark A. Behnke, Mayor of the City of Battle Creek, Michigan, do hereby proclaim *April 21-27, 2024*, as

## **"EARTH WEEK"**

in the greater Battle Creek area and urge all neighbors, businesses, and institutions to use Earth Week to celebrate the Earth and promote its conservation and protection.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, Michigan, to be affixed this 16<sup>th</sup> day of April 2024.



*Mark A. Behnke*

Mark A. Behnke, Mayor



General Detail

NO.

Proclamation for Arbor Day 2024

**BATTLE CREEK, MICHIGAN - 4/16/2024**

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

Proclamation for Arbor Day 2024

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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**ATTACHMENTS:**

File Name	Description
 Arbor_Day_2024_Proclamation.pdf	Proclamation for Arbor Day 2024



# Proclamation

- WHEREAS,** the importance of trees to the quality of the environment is recognized by designation of *April 26, 2024, as National Arbor Day*; and
- WHEREAS,** *Arbor Day* celebrates a 152-year-long legacy that is now observed throughout the nation and around the world; and
- WHEREAS,** trees can reduce the erosion of our topsoil, cut heating and cooling costs, moderate the temperature, clean the air, and provide habitat for wildlife; and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other products; and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of businesses, and beautify our community;
- NOW, THEREFORE,** I, Mark A. Behnke, Mayor of the City of Battle Creek, Michigan, do hereby proclaim *April 26, 2024*, as

## **“ARBOR DAY”**

in the Greater Battle Creek area and hereby encourage all neighbors to recognize, plant, and care for trees at their homes and places of work.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, Michigan, to be affixed this 16th day of April 2024.



Mark A. Behnke, Mayor



General Detail

NO.

Proclamation for Workers Memorial Day 2024

**BATTLE CREEK, MICHIGAN - 4/16/2024**

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

Proclamation for Workers Memorial Day 2024

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> Workers_Memorial_Day_Proclamation_2024.pdf	Proclamation for Workers Memorial Day 2024

# Proclamation

- WHEREAS,** every year on April 28, communities and worksites around the world honor friends, family members, and colleagues who have been killed or injured on the job; and
- WHEREAS,** in 2022, The Federal Bureau of Labor Statistics estimated that 5,486 workers were killed by traumatic injuries on the job, a 5.7% increase from 2021. On average, a worker died nearly every 96 minutes from a work-related injury in 2022; and
- WHEREAS,** in 2022, 139 workers were lost through fatal workplace accidents in Michigan; and
- WHEREAS,** it is appropriate to honor the memory of the courageous and dedicated members of Michigan's labor force who have been injured or disabled or have died as a result of workplace accidents; and
- WHEREAS,** we remember those who have died in workplace catastrophes, suffered occupational-related diseases, or have been injured due to dangerous conditions; and
- WHEREAS,** recognition of the integrity of Michigan's workforce and its achievements on behalf of the economic growth of our state is necessary; and
- WHEREAS,** the City Commission of the City of Battle Creek wishes to pay tribute to the workers who have died or been injured or disabled in workplace accidents. We honor the contributions of Michigan's workforce and call for increased workplace safety;
- WHEREAS,** the City Commission of the City of Battle Creek renews our efforts to seek stronger workplace safety and health protections, better standards and enforcement, and fair and just compensation; and by rededicating ourselves to improving safety and health in every city workplace.

**NOW, THEREFORE, I,** Mark A. Behnke, Mayor of the City of Battle Creek, do hereby proclaim April 28, 2024, as

## “Workers Memorial Day”

in the City of Battle Creek, Michigan, and urge all neighbors to recognize and honor the contributions of Michigan's workforce and call for increased workplace safety standards.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the official seal of Battle Creek, Michigan, to be affixed this 16th day of April 2024.



Mayor Mark A. Behnke





General Detail

NO.

A Public Hearing for the purpose of hearing public comments on the housing and community development needs of low and moderate income citizens for the City's 2024-2025 Annual Action Plan.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

In order to apply for federal entitlement funding available through the U.S. Department of Housing and Urban Development for the Community Development Block Grant (CDBG) and HOME Investment Partnership program the City must develop a plan based on community needs. The City's Citizen Participation Plan calls for a public hearing on community needs prior to approval of the 2024-2025 Annual Action Plan.

Views expressed during this Public Hearing will be used to inform the activities to be funded with CDBG and HOME in the coming year.

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Battle Creek City Commission

4/16/2024

### **Action Summary**

**Staff Member:** Helen Guzzo, Community Development Supervisor

**Department:** Community Development

### **SUMMARY**

A Public Hearing for the purpose of hearing public comments on the housing and community development needs of low and moderate income citizens for the City's 2024-2025 Annual Action Plan.

### **BUDGETARY CONSIDERATIONS**

There are no budgetary considerations at this time. Annually, the CDBG program provides approximately \$1.2 million and the HOME program approximately \$320,000 to the City to address housing, homelessness, and neighborhood concerns.

### **HISTORY, BACKGROUND and DISCUSSION**

Title I of the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990, require the City of Battle Creek to obtain citizens' input on housing and community development needs for Battle Creek. This Public Hearing seeks citizen



participation before the approval of the 2024 Annual Action Plan, which directs the spending of Federal Community Development Block Grant and HOME Investment Partnership funding that the City receives as an entitlement community.

Previous citizen input, as recorded in the Public Engagement Report of the City's 2020-2024 Consolidated Plan is available for review in City Hall, Room 104, 10 North Division Street during normal business hours. The draft Annual Action Plan and 2020-2024 Consolidated Plan are also available online at [www.battlecreekmi.gov](http://www.battlecreekmi.gov) on the Community Development Division webpage. Citizens wishing to make comments may do so either at the public hearing or in writing to: Helen Guzzo, Community Development Supervisor, City Hall, Room 104, 10 North Division Street, Battle Creek, Michigan 49014, or emailing [hhguzzo@battlecreekmi.gov](mailto:hhguzzo@battlecreekmi.gov).

Notice of this public hearing appeared in the SHOPPER NEWS on April 4, 2024, and in the Spanish language newspaper, Nueva Opinion on April 10, 2024.

## **DISCUSSION OF THE ISSUE**

## **POSITIONS**

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### ATTACHMENTS:

File Name	Description
 2024_Housing_and_CD_Needs_PH_Notice.pdf	Housing and Community Needs Public Hearing Notice

**Notice of Public Hearing**  
**City of Battle Creek's Housing and Community Development Needs**  
**2024 Program Year**  
**Community Development Block Grant Program**  
**Home Investment Partnership Program**

The Battle Creek City Commission will hold a public hearing on **Tuesday, April 16, 2024**, at 7:00 p.m. during the City Commission meeting to hear public comment on Battle Creek's housing and community development needs. The hearing will be held in the City Commission Chambers, Room 301, City Hall, 10 North Division Street.

Title I of the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990, require the City of Battle Creek to obtain citizens' input on housing and community development needs for Battle Creek. This public hearing seeks citizen participation before the approval of the 2024 Annual Action Plan, which directs the spending of Federal Community Development Block Grant and HOME Investment Partnership funding that the City receives as an entitlement community.

Previous citizen input, as recorded in the Public Engagement Report of the City's 2020-2024 Consolidated Plan is available for review in City Hall, Room 104, 10 North Division Street during normal business hours. The draft Annual Action Plan and 2020-2024 Consolidated Plan are also available online at [www.battlecreekmi.gov](http://www.battlecreekmi.gov) on the Community Development Division webpage. Citizens wishing to make comments may do so either at the public hearing or in writing to: Helen Guzzo, Community Development Supervisor, City Hall, Room 104, 10 North Division Street, Battle Creek, Michigan 49014, or emailing [hhguzzo@battlecreekmi.gov](mailto:hhguzzo@battlecreekmi.gov).

The City of Battle Creek will provide necessary auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered in the meeting upon seven-day notice. Individuals with disabilities, requiring auxiliary aids or services should contact the City of Battle Creek by writing Vicki Houser at Office of the City Clerk, PO Box 1717, Battle Creek, MI 49016 or calling (269) 966-3348 (TDD).

The City of Battle Creek will also provide interpretation services and translation of any printed materials being considered in this meeting upon seven-day notice. Individuals needing interpretation or translation should contact Michelle Salazar by calling (269) 966-3355.



General Detail

NO.

A Public Hearing for the purpose of hearing public comments on a Substantial Amendment to the 2018, 2022 and 2023 Annual Action Plans for Community Development Block Grant (CDBG) funding.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

This is a public hearing to obtain citizen participation to a proposed change in use of funding for the CDBG program. Any input received can inform City Commissioners when they go to vote to approve the Substantial Amendment to reallocate funding to the Minor Home Repair program.

A separate Resolution is on the agenda to vote to approve this item which is subject to the public hearing. The City Commission Regular Meeting will also host a public hearing on housing and community needs for the 2024 Annual Action Plan.

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Helen Guzzo, Community Development Supervisor

**Department:** Community Development

**SUMMARY**

A Public Hearing for the purpose of hearing public comments on a Substantial Amendment to the 2018, 2022 and 2023 Annual Action Plans for Community Development Block Grant (CDBG) funding.

**BUDGETARY CONSIDERATIONS**

Due to the age of housing in Battle Creek and the need of low- and moderate-income homeowners for Minor Home Repair, the City of Battle Creek proposes moving \$155,718.58 in CDBG funds from 2018 from the Rental Rehabilitation Program to the Minor Home Repair Program. The City also proposes re-allocating \$401,719.16 in 2022 CDBG funds that are not currently committed to a specific activity to the Minor Home Repair program due to the demand in the community for the program. The following use of funds received in previous years is proposed:

**1) City of Battle Creek's Minor Home Repair: \$257,437.74**

City of Battle Creek activity will provide grants to low- and moderate-income homeowners for exterior and interior repairs for cited code violations, and health and safety issues. -This amount contains \$101,719.16 in

funds unallocated to activities in 2022, and \$155,718.58 reallocated from 2018 from the Rental Rehabilitation Program.

**2) Senior Minor Home Repair program to sub-recipient, Community Action: \$300,000.00**

These funds will provide grants to low- and moderate-income homeowners, age 60 and over, for necessary interior and exterior repairs. These funds are from the 2022 CDBG program that are unallocated to activities.

**Total Reallocated CDBG Funds: \$557,437.74**

**HISTORY, BACKGROUND and DISCUSSION**

Please see above.

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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**ATTACHMENTS:**

File Name	Description
 Substantial_Amendment_Public_Notice.pdf	Substantial Amendment Public Notice

**Notice of Substantial Amendment  
City of Battle Creek's Annual Action Plans  
Program Years 2018, 2022, and 2023  
For Community Development Block Grant (CDBG) funds**

Under Title I of the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990, the City of Battle Creek is required to prepare a plan that describes how the City will allocate funds from the Community Development Block Grant (CDBG) through the U.S. Department of Housing and Urban Development (HUD) to meet the need of low- and moderate-income persons of Battle Creek.

The City of Battle Creek is publishing this notice to make citizens aware of a public comment period on the City's Substantial Amendment to previous years' Annual Action Plan re-allocating funds that are unspent beginning March 1, 2024, and ending at the conclusion of the Public Hearing to be held before the City Commission on Tuesday, April 16, 2024, at 7:00 p.m. in the City Commission Chambers, City Hall, Room 301, 10 N. Division Street, Battle Creek, Michigan. The Substantial Amendment, previous Annual Action Plans, and the 2020-2024 Consolidated Plan may be reviewed at the City of Battle Creek's Community Development Division, City Hall, 10 N. Division Street, Suite 104, Battle Creek, MI, or viewed online on the Community Development page on the City's website at [Annual Action Plans | Battle Creek, MI \(battlecreekmi.gov\)](#).

Due to the age of housing in Battle Creek and the need of low- and moderate-income homeowners for Minor Home Repair, the City of Battle Creek proposes moving \$155,718.58 in CDBG funds from 2018 from the Rental Rehabilitation Program to the Minor Home Repair Program. The City also proposes moving allocating \$401,719.16 in 2022 CDBG funds that are not currently committed to a specific activity to the Minor Home Repair program due to the demand in the community for the program. The following use of funds received in previous years is proposed:

- |           |  |                     |
|-----------|--|---------------------|
| <b>1)</b> | <b>City of Battle Creek's Minor Home Repair</b><br>City of Battle Creek activity will provide grants to low- and moderate-income homeowners for exterior and interior repairs for cited code violations, and health and safety issues. -This amount contains \$101,719.16 in funds unallocated to activities in 2022, and \$155,718.58 reallocated from 2018 from the Rental Rehabilitation Program. | <b>\$257,437.74</b> |
| <b>2)</b> | <b>Senior Minor Home Repair program to sub-recipient, Community Action</b><br>These funds will provide grants to low- and moderate-income homeowners, age 60 and over, for necessary interior and exterior repairs. These funds are from the 2022 CDBG program that are unallocated to activities.   | <b>\$300,000.00</b> |

<b>Total Reallocated CDBG Funds</b>	<b>\$557,437.74</b>
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Written comments on this Substantial Amendment to the City's 2023-2024 Annual Action Plan and projected use funds may be made until April 16, 2024 to:

Helen Guzzo, Community Development Supervisor,  
City of Battle Creek Community Development Division  
10 N. Division Street, Suite 104, Battle Creek, MI 49014  
[hguzzo@battlecreekmi.gov](mailto:hguzzo@battlecreekmi.gov) phone: 269-966-3267

The City of Battle Creek will provide the necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered in the meeting upon seven days notice to the City of Battle Creek. Individuals with disabilities requiring auxiliary aids or services should contact: Victoria Houser, Office of the City Clerk at 269-966-3348, or emailing [vhouser@battlecreekmi.gov](mailto:vhouser@battlecreekmi.gov)

The City of Battle Creek will also provide interpretation services and translation of any printed materials being considered in this meeting upon seven-day notice. Individuals needing interpretation or translation should contact Michelle Salazar by calling (269) 966-3364.



Ordinance

NO. 05-2024

A Proposed Ordinance, #05-2024, seeking to amend Sections 1, 3, 5, 6 and 99 and repeal Sections 4 and 98, of Chapter 1610 of City Ordinances, International Fire Code, to reflect amendments to the International Fire Code and to comply with State Law and regulations.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**The City of Battle Creek Ordains:**

Section 1. A proposed ordinance, #05-2024, to amend Sections 1, 3, 5, 6 and 99 and repeal Sections 4 and 98, of Chapter 1610 of Battle Creek Ordinances, International Fire Code, by updating language to reflect changes to the International Fire Code and bring the City into compliance with State laws and regulations, as are attached and made a part hereof.

Section 2. Should any section, clause or phrase of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

Section 3. All ordinances or parts of ordinances, in conflict with any of the provisions of this Ordinance, are hereby repealed, saving any prosecution, criminal or administrative appeal pending on, or violation cited on or before the effective date of this ordinance, which shall remain subject to the ordinance provision existing at the time of the alleged violation.

Section 4. This Ordinance shall take effect ten (10) days from the date of its adoption, in accordance with the provisions of Section 4.3(B) of Chapter 4 of the City Charter.

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Battle Creek City Commission

4/16/2024

**Action Summary**

**Staff Member:** Jonathan R. Baber, Deputy City Attorney

**Department:** City Attorney

**SUMMARY**

A Proposed Ordinance, #05-2024, seeking to amend Sections 1, 3, 5, 6 and 99 and repeal Sections 4 and 98, of Chapter 1610 of City Ordinances, International Fire Code, to reflect amendments to the International Fire Code and to comply with State Law and regulations.

### **BUDGETARY CONSIDERATIONS**

There are none.

### **HISTORY, BACKGROUND and DISCUSSION**

The City of Battle Creek adopted the International Fire Code ("IFC") in May 2000. The IFC is amended every three years, and this may require the City to amend Chapter 1610 to reflect the current version of the IFC as is the case in this proposed ordinance amendment.

The City can also amend portions of the IFC through Chapter 1610 as needed to fit the unique needs of the City. Many of the Chapter 1610 proposed amendments are necessary to reflect changes found in the 2024 IFC, as well as those required by State law.

We are also proposing amendments to Section 5 related to Open Burning, so that we are in compliance with State Law and administrative regulations as enacted by Michigan's Environment, Great Lakes and Energy Department (EGLE). State Law and EGLE prohibit Open Burning in any City with a population of 7,500 or more, or within 1,400 feet of a City with a population exceeding that number. MCL 324.11539. While sub-section (1) of Section 11539 includes what appears to be a workaround to the prohibition, stating, "unless specifically authorized by local ordinance", sub-section (2) of Section 11539 provides as follows:

"(2) Subsection (1) does not permit a county or municipality to authorize open burning of yard waste or leaves by an ordinance that is prohibited under part 55 or rules promulgated under part 55."

Rules promulgated under part 55, specifically R. 336.1310(1)(c), again contain the prohibition about no open burning in any area closer than 1400 feet to an incorporated city. See attached. We sought and obtained an attorney general interpretation and letter on the issue which sided with EGLE; thus, we cannot allow open burning.

Limited exceptions are permitted for recreational fires, including some bonfires, provided certain safety guidelines are observed, which are set out in Section 05 of the attached proposed ordinance amendments as recommended by the Fire Department. Bonfires require a permit from the City.

Section 04 is proposed to be repealed because the IFC does not permit cost recovery for cities with a population the size of Battle Creek.

Section 98 is proposed to be repealed because Section 03 proposed amendments address this topic.

Section 06 is proposed to be amended to delete the specificity that varied from earlier versions of the IFC as the Fire Department believes the current applicable versions of the IFC adequately address the storage of flammable and combustible material.

### **DISCUSSION OF THE ISSUE**

## **POSITIONS**

The Fire Chief, Bill Beaty, supports these proposed amendments.

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### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
❏ CHAPTER_1610_International_Fire_Code_REDLINE_v3_JHS_revised_3.5.24.pdf	Chapter 1610 IFC REDLINE amendments April 2024
❏ CHAPTER_1610_International_Fire_Code_CLEAN_4.11.pdf	Chapter 1610 IFC Amendments CLEAN April 2024



## CHAPTER 1610

### International Fire Code

- [1610.01](#) International Fire Code adopted by reference.  
[1610.02](#) Repealed.  
[1610.03](#) Amendments.  
[1610.04](#) ~~REPEALED~~ ~~Reimbursement for costs.~~  
[1610.05](#) Open burning regulations; penalty.  
[1610.06](#) ~~Storage of Flammable and Combustible Material~~ ~~specific jurisdictional limits.~~  
[1610.98](#) ~~REPEALED~~ ~~Failure to comply; civil infraction.~~  
[1610.99](#) Violation penalties.

#### CROSS REFERENCES

Fires and fire protection generally - see ~~Housing Law of Michigan~~ ~~M.C.L.A. Secs. 29.1 et seq., 41.181, Act 167 of 1917,~~ 125.401 *et seq.*,  
~~False Alarm of Fire -~~ 750.240 *et seq.*  
Municipal civil infractions - see ADM. [202.97](#), [202.98](#)  
Fire Department - see ADM. [Ch. 252](#)  
Smoke control - see GEN. OFF. [652.08](#)  
Open burning - ~~see S.U. & P.S. 1064.33~~ [MCL 324.11539, R. 336.1310](#)  
Fire limits - see B. & H. [1420.04](#)  
~~Automatic fire alarm s~~Systems - see B.~~R. & T.C. Ch. 803-~~ ~~& H. 1420.05~~  
Incinerators - see ~~B. & H.~~ [S.U. & P.S. Ch. 14441064.15](#)  
~~Fire Prevention Bureau—see F.P. Ch. 1620~~

#### 1610.01 INTERNATIONAL FIRE CODE ADOPTED BY REFERENCE.

The International Fire Code, as well as Appendices ~~B, C, D, E, F and G~~ of said code, is hereby adopted as amended and with jurisdiction specific items as the Fire Code of the City of Battle Creek, in the State of Michigan. All regulations, provisions, adopted Appendices, penalties, conditions and terms of the International Fire Code are made a part of this chapter as if fully set out in this chapter with the additions, insertions, deletions and changes set out in Section [1610.03](#). (Ord. 9-00. Passed 5-2-00; Ord. 14-05. Passed 7-19-05.)

#### 1610.02 REPEALED.

The adoption by reference of the 1999 BOCA National Fire Prevention Code is repealed. (Ord. 14-05. Passed 7-19-05.)

#### 1610.03 AMENDMENTS.

The International Fire Code is amended as follows:

- (a) Section 101.1. Title. These regulations shall be known as the Fire Code of the City of Battle Creek, hereinafter referred to as "this code."

(b) Section ~~113.409.3~~. Violation penalties. Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred (\$500.00) dollars or by imprisonment not exceeding ninety (90) days in jail, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(c) Section ~~109.3~~~~113.4.1~~ Abatement of violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

(d) Section 114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than one hundred (\$100.00) dollars or more than five hundred (\$500.00) dollars.

(e) Section 307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning.

(f) Section 307.4.3 Portable outdoor fireplaces. Portable outdoor fireplaces/fire pits shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.

(g) Open flame, fire and burning on all premises shall be in accordance with Sections 308.1.1 through 308.4.1 and with other applicable sections of this code. Open-flame cooking devices, charcoal burners, and other open-flame cooking devices shall not be operated on balconies or within 10 feet of combustible construction, decorations or furnishings. Open-flame cooking devices shall not be operated over a public right-of-way or property of others.

#### **1610.04 ~~REIMBURSEMENT FOR COSTS.~~REPEALED**

~~The costs associated with controlling and abating the emergency or hazardous situations mentioned in Sections 104.121 and 114.70.3 of the International Fire Code shall be reimbursed to the City by the owner or party in interest in whose name the property appears. The fire code official is authorized to recoup said costs through direct or indirect billing procedures to the responsible party or the responsible party's insurance carrier and may request the City's legal counsel to institute the appropriate legal action to recoup the costs when such billing procedures fail. (Ord. 14-05. Passed 7-19-05.)~~

#### **1610.05 OPEN BURNING REGULATIONS; PENALTY.**

(a) No person shall kindle, maintain or authorize to be kindled or maintained, any open burning ~~or with the exception of recreational fires and bonfires, unless but only if~~ a bonfire permit is obtained and the fire is conducted in conformance with this section.

(b) The open burning of unwanted materials such as construction materials, paper, trees, brush, household waste, leaves or grass clippings, and other debris where smoke and other emissions are released directly into the air ~~or both~~ is prohibited pursuant to MCL 324.11522 and Mich. Admin. Code R 336.1310. No bonfires or recreational fires may contain any grass clippings or leaves. ~~The~~

~~open burning of household waste disposal material from and at single or two family dwellings is prohibited.~~

(c) “Recreational fires,” which are open flame fires created by burning wood, trees, branches, kindling, wood chips, boxes, compressed wood or any other wood product for the purpose of food preparation and recreation are allowed, provided they are conducted in accordance with this sub-section.

(1) Recreational fires may not be conducted within 15 feet of a structure or of combustible materials.

(2) Conditions and materials which could cause a fire to spread within 15 feet of a structure must be eliminated before lighting the fire.

(3) The size of the fire shall be limited to two (2) feet or less in height and three (3) feet or less in diameter. Recreational fires exceeding the size restrictions are considered bonfires which require a permit consistent with sub-section (d).

(4) Portable outdoor fireplaces/fire pits shall be used in accordance with the manufacturer’s instructions and shall not be operated within 15 feet of a structure or combustible material.

(5) Fire may not be left unattended and must have onsite fire-extinguishing equipment or water source close at hand. Fires must be completely extinguished prior to leaving.

(6) The landowner shall take full responsibility to ensure that the fire:

A. does not spread;

B. is monitored; and

C. is fully extinguished prior to leaving.

(7) The landowner shall be held liable for any and all damage as a result of their recreational fire and shall defend, indemnify, and hold harmless the City of Battle Creek. ~~All permitted open burning shall comply with administrative regulations, conditions and any variances issued by the Michigan Department of Environmental Quality, Air Quality Division and the provisions of the International Fire Code as adopted by the City.~~

(d) ~~Open burning permits shall be valid on a calendar year basis, regardless of when they are obtained. The cost of an open burning permit shall be twenty five (\$25.00) dollars. “Bonfires” are recreational fires that exceed (2) feet in height and/or (3) feet in diameter and may only be conducted with a bonfire permit issued by the City and in compliance with this sub-section:-~~

(1) Bonfires may not be conducted within 50 feet of a structure or of combustible materials or of a public right of way. Conditions and materials which could cause a fire to spread within 50 feet of a structure must be eliminated before lighting the fire.

(2) The size of the bonfire shall be limited to three (3) feet or less in height and eight (8) feet or less in diameter.

(3) The burning of rubber, plastic, garbage, refuse, petroleum products, and any painted material is strictly prohibited.

(4) Bonfires may not be left unattended and must have onsite fire-extinguishing equipment or water source close at hand. Bonfires must be completely extinguished prior to leaving.

(5) Bonfire permits are valid only for the day specified on the permit. The cost of a bonfire permit shall be ~~as set out in the Fee, Bond, and Insurance Schedule, 802.24 twenty five (\$25.00) dollars. Open burning permits and B~~bonfire permits shall be issued by the City Clerk as the designee of the Fire Chief.

(6) It is the responsibility of the landowner or their agent to show a copy of the permit to Police or Fire personnel upon request. The landowner shall take full responsibility to ensure that the bonfire does not spread, is monitored, and is fully extinguished prior to leaving. The landowner

shall be held liable for any and all damage as a result of their bonfire and shall defend, indemnify, and hold harmless the City of Battle Creek.

(e) Open-flame cooking devices, charcoal burners, and other open-flame cooking devices shall not be operated on balconies or within 15 feet of combustible construction, decorations or furnishings. Open-flame cooking devices shall not be operated over a public right-of-way or property of others.

(fe) A person who violates this section is responsible for a Class D Municipal civil infraction and subject to the civil fines provided at Section 202.98.

(Ord. 14-05. Passed 7-19-05; Ord. 28-06. Passed 11-14-06.)

#### **1610.06 SPECIFIC JURISDICTIONAL LIMITS, STORAGE OF FLAMMABLE AND COMBUSTIBLE MATERIAL.**

The storage of flammable and combustible material must adhere to the guidelines set in Chapters 55 through 59 of the International Fire Code. —The jurisdiction specific geographic limits referred to in certain sections of the International Fire Code are established as follows:

—(a) Section 3204.3.1.1 Location. Stationary containers shall be located in accordance with Section 3203.6. Containers of cryogenic fluids shall not be located within diked areas containing other hazardous materials. Said containers are prohibited in all areas except Group H-2 and H-3 occupancy.

—(b) Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within residential zoning districts in the City.

—(c) Section 3404.2.9.5.1 Locations where above ground tanks are prohibited. Containers of Class I and Class II liquids shall not be located within diked areas containing other hazardous materials. The storage of Class I and II liquids in above ground tanks is prohibited within residential zoning districts in the City, except on parcels of not less than 30,000 square feet, and located no closer than 100 feet from any residential dwelling. All installations must comply with applicable specifications listed elsewhere in the International Fire Code. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within residential zoning districts in the City.

—(d) Section 3406.2.4.4 Locations where above ground tanks are prohibited. Same as limits in Section 3404.2.9.5.1 above.

—(e) Section 3804.2 Maximum capacity within established limits. Within residential zoning districts in the City, the aggregate capacity of any one installation of liquefied petroleum gas shall not exceed a water capacity of 2,000 gallons (750 L).

—Exception: In particular installations, this capacity limit shall be determined by the code official, after consideration of special features such as topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed containers, degree of fire protection to be provided, and capabilities of the local fire department.

(Ord. 14-05. Passed 7-19-05.)

#### **1610.98 REPEALED FAILURE TO COMPLY; CIVIL INFRACTION.**

Section 111.4 of the International Fire Code is amended as follows: Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than one hundred (\$100.00) dollars or more than five hundred (\$500.00) dollars.

~~(Ord. 2-95. Passed 2-21-95; Ord. 14-05. Passed 7-19-05.)~~

#### **1610.99 VIOLATION PENALTIES.**

Unless otherwise specified, a person who violates or fails to comply with any of the provisions of this Chapter or ~~Violation penalties are listed in Section 109.3~~ of the International Fire Code as amended is responsible for a Class F civil infraction and shall be subject to the civil fines provided and are listed in Section ~~202.981610.03~~.

(Ord. 9-00. Passed 5-2-00; Ord. 14-05. Passed 7-19-05; Ord. 25-05. Passed 10-4-05.)

## **CHAPTER 1610**

### **International Fire Code**

- [1610.01](#) International Fire Code adopted by reference.
- [1610.02](#) Repealed.
- [1610.03](#) Amendments.
- [1610.04](#) REPEALED.
- [1610.05](#) Open burning regulations; penalty.
- [1610.06](#) Storage of Flammable and Combustible Material.
- [1610.98](#) REPEALED.
- [1610.99](#) Violation penalties.

### **CROSS REFERENCES**

Fires and fire protection generally - see Housing Law of Michigan, Act 167 of 1917, 125.401 *et seq.*,

False Alarm of Fire - 750.240 *et seq.*

Municipal civil infractions - see ADM. [202.97](#), [202.98](#)

Fire Department - see ADM. [Ch. 252](#)

Smoke control - see GEN. OFF. [652.08](#)

Open burning - MCL 324.11539, R. 336.1310 Fire limits - see B. & H. [1420.04](#)

Alarm Systems - see B.R. & T.C. [Ch. 803](#)

Incinerators - see S.U. & P.S. [1064.15](#)

### **1610.01 INTERNATIONAL FIRE CODE ADOPTED BY REFERENCE.**

The International Fire Code, as well as Appendices of said code, is hereby adopted as amended and with jurisdiction specific items as the Fire Code of the City of Battle Creek, in the State of Michigan. All regulations, provisions, adopted Appendices, penalties, conditions and terms of the International Fire Code are made a part of this chapter as if fully set out in this chapter with the additions, insertions, deletions and changes set out in Section [1610.03](#).  
(Ord. 9-00. Passed 5-2-00; Ord. 14-05. Passed 7-19-05.)

### **1610.02 REPEALED.**

The adoption by reference of the 1999 BOCA National Fire Prevention Code is repealed.  
(Ord. 14-05. Passed 7-19-05.)

### **1610.03 AMENDMENTS.**

The International Fire Code is amended as follows:

(a) Section 101.1. Title. These regulations shall be known as the Fire Code of the City of Battle Creek, hereinafter referred to as "this code."

(b) Section 113.4 Violation penalties. Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a

permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred (\$500.00) dollars or by imprisonment not exceeding ninety (90) days in jail, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(c) Section 113.4.1 Abatement of violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

(d) Section 114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than one hundred (\$100.00) dollars or more than five hundred (\$500.00) dollars.

(e) Section 307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning.

(f) Section 307.4.3 Portable outdoor fireplaces. Portable outdoor fireplaces/fire pits shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.

(g) Open flame, fire and burning on all premises shall be in accordance with Sections 308.1.1 through 308.4.1 and with other applicable sections of this code. Open-flame cooking devices, charcoal burners, and other open-flame cooking devices shall not be operated on balconies or within 10 feet of combustible construction, decorations or furnishings. Open-flame cooking devices shall not be operated over a public right-of-way or property of others.

## **1610.04 REPEALED**

## **1610.05 OPEN BURNING REGULATIONS; PENALTY.**

(a) No person shall kindle, maintain or authorize to be kindled or maintained, any open burning with the exception of recreational fires and bonfires, but only if a bonfire permit is obtained and the fire is conducted in conformance with this section.

(b) The open burning of unwanted materials such as construction materials, paper, trees, brush, household waste, leaves or grass clippings, and other debris where smoke and other emissions are released directly into the air is prohibited pursuant to MCL 324.11522 and Mich. Admin. Code R 336.1310. No bonfires or recreational fires may contain any grass clippings or leaves.

(c) "Recreational fires," which are open flame fires created by burning wood, trees, branches, kindling, wood chips, boxes, compressed wood or any other wood product for the purpose of food preparation and recreation are allowed, provided they are conducted in accordance with this sub-section.

(1) Recreational fires may not be conducted within 15 feet of a structure or of combustible materials.

(2) Conditions and materials which could cause a fire to spread within 15 feet of a structure must be eliminated before lighting the fire.

(3) The size of the fire shall be limited to two (2) feet or less in height and three (3) feet or less in diameter. Recreational fires exceeding the size restrictions are considered bonfires which require a permit consistent with sub-section (d).

(4) Portable outdoor fireplaces/fire pits shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet of a structure or combustible material.

(5) Fire may not be left unattended and must have onsite fire-extinguishing equipment or water source close at hand. Fires must be completely extinguished prior to leaving.

(6) The landowner shall take full responsibility to ensure that the fire:

A. does not spread;

B. is monitored; and

C. is fully extinguished prior to leaving.

(7) The landowner shall be held liable for any and all damage as a result of their recreational fire and shall defend, indemnify, and hold harmless the City of Battle Creek.

(d) "Bonfires" are recreational fires that exceed (2) feet in height and/or (3) feet in diameter and may only be conducted with a bonfire permit issued by the City and in compliance with this sub-section:

(1) Bonfires may not be conducted within 50 feet of a structure or of combustible materials or of a public right of way. Conditions and materials which could cause a fire to spread within 50 feet of a structure must be eliminated before lighting the fire.

(2) The size of the bonfire shall be limited to three (3) feet or less in height and eight (8) feet or less in diameter.

(3) The burning of rubber, plastic, garbage, refuse, petroleum products, and any painted material is strictly prohibited.

(4) Bonfires may not be left unattended and must have onsite fire-extinguishing equipment or water source close at hand. Bonfires must be completely extinguished prior to leaving.

(5) Bonfire permits are valid only for the day specified on the permit. The cost of a bonfire permit shall be as set out in the Fee, Bond, and Insurance Schedule, 802.24. Bonfire permits shall be issued by the City Clerk as the designee of the Fire Chief.

(6) It is the responsibility of the landowner or their agent to show a copy of the permit to Police or Fire personnel upon request. The landowner shall take full responsibility to ensure that the bonfire does not spread, is monitored, and is fully extinguished prior to leaving. The landowner shall be held liable for any and all damage as a result of their bonfire and shall defend, indemnify, and hold harmless the City of Battle Creek.

(e) Open-flame cooking devices, charcoal burners, and other open-flame cooking devices shall not be operated on balconies or within 15 feet of combustible construction, decorations or furnishings. Open-flame cooking devices shall not be operated over a public right-of-way or property of others.

(f) A person who violates this section is responsible for a Class D Municipal civil infraction and subject to the civil fines provided at Section 202.98.

#### **1610.06 STORAGE OF FLAMMABLE AND COMBUSTIBLE MATERIAL.**

The storage of flammable and combustible material must adhere to the guidelines set in Chapters 55 through 59 of the International Fire Code.

#### **1610.98 REPEALED**

#### **1610.99 VIOLATION PENALTIES.**



Unless otherwise specified, a person who violates or fails to comply with any of the provisions of this Chapter or of the International Fire Code as amended is responsible for a Class F civil infraction and shall be subject to the civil fines provided in Section [202.98](#).



## Ordinance

NO. 06-2024

A Proposed Ordinance, #06-2024, to amend Chapter 286 "Police/Community Relations Advisory Committee," by repurposing it as the "Community Oversight Board," with the primary function to provide input, in an advisory capacity, to the City Manager in reconsidering the Police Chief's determination following a Community Relations Complaint investigation filed pursuant to the Police Department Policy.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

### **The City of Battle Creek Ordains:**

Section 1. A proposed Ordinance, #06-2024, to amend Chapter 286 "Police/Community Relations Advisory Committee," by repurposing it as the "Community Oversight Board," with the primary function to provide input, in an advisory capacity, to the City Manager in reconsidering the Police Chief's determination following a Community Relations Complaint investigation filed pursuant to the Police Department Policy as attached hereto and made a part hereof.

Section 2. Should any section, clause or phrase of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

Section 3. All ordinances or parts of ordinances, in conflict with any of the provisions of this Ordinance, are hereby repealed, saving any prosecution, criminal or administrative appeal pending on, or violation cited on or before the effective date of this Ordinance, which shall remain subject to the ordinance provision existing at the time of the alleged violation.

Section 4. Except as otherwise provided by law, this Ordinance shall take effect ten (10) days from the date of its adoption, in accordance with the provisions of Section 4.3(B) of Chapter 4 of the City Charter.

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Battle Creek City Commission  
4/16/2024

### **Action Summary**

**Staff Member:** Jill Humphreys Steele, City Attorney

**Department:** City Attorney

## **SUMMARY**

A Proposed Ordinance, #06-2024, to amend Chapter 286 "Police/Community Relations Advisory Committee," by repurposing it as the "Community Oversight Board," with the primary function to provide input, in an advisory capacity, to the City Manager in reconsidering the Police Chief's determination following a Community Relations Complaint investigation filed pursuant to the Police Department Policy.

## **BUDGETARY CONSIDERATIONS**

If adopted, there will be expenses incurred primarily for training. The City Manager is proposing \$10,000 in the FY25 budget for now; however, this is an estimate because it is uncertain at this time and if approved, the start time is unknown.

Costs will be charged to: G/L: #101.01.2210.801.070.

## **HISTORY, BACKGROUND and DISCUSSION**

On April 29, 1980, the City Commission adopted Ordinance Chapter 286 "Police/Community Relations Advisory Committee." An initial Board was appointed, amendments were made to Section 04, Membership, in February of 1983. Members were appointed to the Board for several years, but this has not happened for several decades and the Board has been dormant for approximately thirty years.

Retired Police Chief Blocker began discussions several years ago about a police oversight board and Chief Bagley has continued the discussion. With the onboarding of the City's DEI Officer, Kimberly Holley, a new focus began on such a board. The decision was made to amend Chapter 286 rather than adopting a new chapter and allowing a dormant committee to remain in the ordinances.

On December 5, 2023, a City Commission workshop took place to discuss the essence of this proposed board and seek community input. The DEI Officer has undertaken many community conversations, surveys, and meetings with community stakeholders that have helped inform the structure of this proposed Board. The attached ordinance amendments reflect the results of that work.

The following is the tentative timeline for creating a Community Oversight Board:

April 16, 2024 - Introduction of ordinance amendment to Chapter 286 of the Battle Creek Code of Ordinances presented to Battle Creek City Commission.

May 7, 2024 - Resolution seeking adoption of Chapter 286 Ordinance Amendment presented to the Battle Creek City Commission.

May 7 to June 7, 2024 - Community Oversight Board open application and community education period.

June, 2024 - Boards and Commissions Review Committee review and selection of applicants for recommendation to the City Commission.

June 18, 2024 - Resolution seeking approval to appoint Community Oversight Board members presented to Battle Creek City Commission.

July to August, 2024 - Community Oversight Board mandatory training.

August/September 2024 - First official Community Oversight Board meeting; meeting schedule to be determined by the new Board.

## **DISCUSSION OF THE ISSUE**

## **POSITIONS**

The DEI Officer, Police Chief and City Manager support introduction of this Ordinance amendment.

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### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
Chapter_286_REDLINE_amendments_April_2024.pdf	Chapter 286 REDLINE amendments COB
Chapter_286_Amendments_CLEAN_April_2024.pdf	Chapter 286 CLEAN amendments COB April 2024

## CHAPTER 286

### Police/Community Oversight Relations Advisory Committee Board

- 286.01 Establishment.
- 286.02 Purpose.
- 286.03 Functions.
- 286.04 Membership.
- 286.05 Terms.
- 286.06 Officers.
- 286.07 Meetings.
- 286.08 Reports.

#### CROSS REFERENCES

Discrimination generally - see Mich. Const. Art. 1, Sec. 2 and Sec. 26; ~~M.C.L.A.~~ Secs. 37.11 et seq., ~~423.301~~37.2101 et seq., 750.146 et seq.

Civil rights generally - see Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, M.C.L.A. Secs. 37.2101 et seq., 750.3, 750.4, 750.146 et seq.

Community/Human Relations Department - see ADM. Ch. 248

Police Department - see ADM. Ch. 250

Human Relations Board - see ADM. Ch. 274

#### 286.01 ESTABLISHMENT.

There is hereby established in and for the City an advisory ~~board~~committee to be known as the ~~Police/Community Oversight Board~~Relations Advisory Committee.

#### 286.02 PURPOSE.

The purpose of the Police/Community Oversight Board (COB) is to provide input, in an advisory capacity, to the City Manager or their designee in reconsidering the Police Chief's determination following a Community Relations Complaint (CRC) investigation filed pursuant to the Battle Creek Police Department (BCPD) Policy. The COB will outline reasoning for reconsideration based on an objective review of the facts and circumstances. The COB may also request that the City Manager or their designee inquire into any conduct of a Police Officer in the absence of a complaint. This process is not intended to take the place of any other remedy or action available to a complainant. Furthermore, the COB will take a proactive approach in identifying potential problems, building partnerships with law enforcement, and creating bridges between and among law enforcement~~Relations Advisory Committee is created for the specific purpose of fostering, encouraging and promoting good and workable relationships between the Police Department and the community.~~

#### 286.03 FUNCTIONS.

The COB is authorized to execute the following duties:

(a) ~~Generally~~The Police/C.

(1) Build more credibility, community trust, and confidence by participating in a process that responds appropriately to misconduct allegations by BCPD personnel, as well as to recognize/commend BCPD personnel for outstanding conduct/performance;

(2) Respond to the City Manager's (or their designee) requests on the disposition of inquiries and complaints, as well as the complaint process;

(3) Serve in an advisory role to the City Manager or their designee regarding potential policy and procedure improvements in the complaint process, or which may be implicated in the complaint process; and

(4) Work with BCPD to improve communication and outreach with community members, emphasizing community education.

(b) Reconsideration of certain CRC Investigation Determinations.

(1) The COB will have the authority to reconsider any CRC investigative finding where the Police Chief has determined a finding of: exoneration; unfounded; misconduct not based on complaint; or, not sustained; and to recommend to the City Manager or their designee that the Police Chief's determination be changed to sustained under BCPD policy.

(2) The COB will not have the authority to reconsider a determination when the Police Chief has sustained the complaint.

(3) The COB's scope of authority when reconsidering a determination as set out in above sub-section (b)(1) shall be limited to the facts, circumstances, and evidence gleaned by the Office of Professional Standards (OPS) investigation, or their designee, known at the time the Police Chief's decision was made.

(4) The COB does not have the authority to issue subpoenas, conduct independent investigations, interview witnesses or officers. ~~ommunity Relations Advisory Committee is hereby authorized to study and recommend to the City Commission and the City Manager programs and methods to improve police/community relationships.~~

**286.04 MEMBERSHIP.**

(a) The COB shall be comprised of seven members, and two alternates, to be recommended by the Boards and Commissions Review Committee, and appointed by the Mayor with the approval of the City Commission. The COB members, as nearly as possible, shall reflect a range of the city's demographics in regard to racial and gender identities, ages, skills and lived experiences. Preference will be given to community members representing marginalized communities. The members shall serve without compensation. The following conditions shall apply to the COB voting members and alternates:

(1) Must be residents of the City of Battle Creek; with the potential exception of one non-resident as noted in below sub-section (a)(2);

(2) Up to one resident of any municipality other than the City of Battle Creek may be appointed, provided that resident's municipality of residence has a current police services contract with the City. The term of this non-City resident shall end immediately upon the termination of the police services contract, the member relocating outside of a qualifying

municipality, or upon the stated end of term at the time of appointment, whichever event occurs first, thereby creating a vacancy to be filled as set out above;

(3) Two residents of the City of Battle Creek, designated as Alternates and who shall fit the desired characteristics set out in above sub-section (a). Alternate members act in the absence of a regular member, have all the rights, responsibilities and obligations as Members when serving in that capacity, and are expected to attend all COB meetings;

(4) At least four COB members shall be actively serving marginalized communities in the City of Battle Creek, and/or have expertise in the cultural nuances, language barriers, or disabilities of specific populations that may impact interactions with law enforcement;

(5) Three members shall be appointed, with one representing each of the below three community-based organizations that actively serve and advocate for marginalized communities in Battle Creek:

A. One representing the local Chapter of the NAACP;

B. One representing Voices of Battle Creek; and

C. One representing The Burma Center.

Applications for the three COB members of this sub-section should include a cover letter from the above organization of which that person is a member, setting out the organization's nomination and support of the applicant, addressed to the City Manager. If an organization declines to submit an applicant for recommended membership, then the Boards and Commission's Review Committee shall select a candidate(s) to recommend to the Mayor and City Commission that is a member of one of the above three community-based organizations which is not already represented or who fits the desired characteristics set out in above sub-section (a).

(b) Two additional non-voting, ex-officio members shall be appointed by the Mayor and the City Commission: The City of Battle Creek Human Resources (HR) Director and the City's Diversity, Equity and Inclusion (DEI) Officer, whose terms shall coincide with their employment with the City in the stated positions.

(c) The following individuals shall be ineligible to serve as a member of the COB:

(1) Current City of Battle Creek employees (with the exception of the HR Director and DEI Officer as ex-officio members as noted above);

(2) Immediate relatives of City of Battle Creek employees. Immediate relatives are defined as siblings, children, spouses/partners, parents, or household members;

(3) Active employees and immediately relatives (as defined above) of other area law enforcement agencies; and

(4) Former or retired law enforcement personnel that worked and served within Calhoun County.

(d) The City Manager, with the concurrence of the City Commission, shall designate someone to serve as Secretary to the Board and shall provide such administrative support as may be required.

(e) Membership on the Board may be terminated by the City Commission upon a finding of good cause. Among others, three consecutive unexcused absences from regularly scheduled meetings shall be considered good cause. The Police/Community Relations Advisory Committee shall consist of thirty members to be appointed by the Mayor with the approval of the City Commission. Such members shall, to the extent possible, represent a cross section of community interests and concerns, including civic leaders, clergy, business persons, educators, attorneys, police officers, organizations concerned with police/community relations, and others. At least three and not more than five members shall be sworn officers of the Police Department.

## **286.05 TERMS.**

(a) Initial Appointments. Initial appointments to the ~~COB~~Police/Community Relations Advisory Committee shall ~~be staggered, and~~ provide for ~~fou~~eight members and one alternate persons to be appointed to three-year terms; ~~and three members and one alternate~~ eight persons to be appointed to two-year terms; ~~with the terms assigned randomly.~~

(b) Regular Appointments. After the expiration of the initial terms of appointment, members shall be appointed for three-year terms.

(c) Term Limits. Members shall be limited to two consecutive terms of service on the COB. A member appointed to fill a vacancy of an unexpired term must adhere to the aforementioned term limits regardless of how much time remains in the unexpired term. Former members are eligible to serve a third term after nonservice for a period of at least one year (comprised of twelve consecutive months); however, no member shall serve more than nine years over their lifetime. ~~and nine persons to be appointed to one-year terms. The terms thereafter shall be for a period of three years.~~

(d) A member shall continue in office until a successor is appointed and takes office.

## **286.06 OFFICERS.**

The ~~COB~~ shall elect two officers, a Chairperson and a Vice Chairperson, through a nomination process and vote in the event of more than one nomination. Officers shall serve a two-year term, and are eligible to serve up to two additional, two-year terms, not to exceed six years total over a lifetime. Ex-officio members are not eligible to serve as an officer. ~~Mayor shall designate the Chairperson of the Police/Community Relations Advisory Committee, subject to the approval of the City Commission. Additional offices as required for the conduct of business of the Committee may be created by the Committee and persons to fill these positions shall be as determined by the Committee.~~

## **286.07 MEETINGS.**

The ~~COB~~ Police/Community Relations Advisory Committee shall meet at least ~~quarterly, once~~ a month at a time and place to be determined by the ~~COB~~ommittee.



## 286.08 REPORTS.

(a) COB. The COB Police/Community Relations Advisory Committee shall provide quarterly reports to the City Commission, submitted to the City Manager Performance Evaluation Committee. The COB shall submit an annual report consisting of: COB of its activities, the number and types of complaints reported and concluded throughout the complaint process, and an assessment of the effectiveness of the complaint process to the City Manager and Battle Creek City Commission, and it shall also be posted on the City's website.

(b) BCPD. BCPD shall provide a comprehensive annual report to the COB that includes investigations not brought forward for COB review, as well as commendations to sworn staff members. This information shall also be made available on the BCPD website. and also quarterly progress reports to the City Commission and the City Manager.

## CHAPTER 286

### Community Oversight Board

- 286.01 Establishment.
- 286.02 Purpose.
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- 286.05 Terms.
- 286.06 Officers.
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- (a) Generally.

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(2) Respond to the City Manager's (or their designee) requests on the disposition of inquiries and complaints, as well as the complaint process;

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(d) The City Manager, with the concurrence of the City Commission, shall designate someone to serve as Secretary to the Board and shall provide such administrative support as may be required.

(e) Membership on the Board may be terminated by the City Commission upon a finding of good cause. Among others, three consecutive unexcused absences from regularly scheduled meetings shall be considered good cause.

## **286.05 TERMS.**

(a) **Initial Appointments.** Initial appointments to the COB shall be staggered, and provide for four members and one alternate to be appointed to three-year terms; and three members and one alternate to be appointed to two-year terms; with the terms assigned randomly.

(b) **Regular Appointments.** After the expiration of the initial terms of appointment, members shall be appointed for three-year terms.

(c) **Term Limits.** Members shall be limited to two consecutive terms of service on the COB. A member appointed to fill a vacancy of an unexpired term must adhere to the aforementioned term limits regardless of how much time remains in the unexpired term. Former members are eligible to serve a third term after nonservice for a period of at least one year (comprised of twelve consecutive months); however, no member shall serve more than nine years over their lifetime.

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## **286.06 OFFICERS.**

The COB shall elect two officers, a Chairperson and a Vice Chairperson, through a nomination process and vote in the event of more than one nomination. Officers shall serve a two-year term, and are eligible to serve up to two additional, two-year terms, not to exceed six years total over a lifetime. Ex-officio members are not eligible to serve as an officer.

## **286.07 MEETINGS.**

The COB shall meet at least quarterly, at a time and place to be determined by the COB.

## **286.08 REPORTS.**

(a) **COB.** The COB shall provide quarterly reports to the City Commission, submitted to the City Manager Performance Evaluation Committee. The COB shall submit an annual report consisting of: COB activities, the number and types of complaints reported and concluded throughout the complaint process, and an assessment of the effectiveness of the complaint process to the City Manager and Battle Creek City Commission, and it shall also be posted on the City's website.

(b) **BCPD.** BCPD shall provide a comprehensive annual report to the COB that includes investigations not brought forward for COB review, as well as commendations to sworn staff members. This information shall also be made available on the BCPD website.



Resolution

NO. 406

A Resolution seeking to adopt Ordinance #04-2024, an Ordinance to amend the Historic Preservation Code of the City of Battle Creek.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That Ordinance #04-2024 described in the following sections and introduced on April 2, 2024 be adopted:

Section 1. An Ordinance to amend Section 1470.03(a)(2)(E)(4) of Chapter 1470 Historic Preservation, to eliminate the restriction preventing members from serving more than two consecutive terms and to amend various other sections to correct typographical, punctuation, grammatical, and title corrections, as are attached and made a part hereof.

Section 2. Should any section, clause or phrase of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

Section 3. All Ordinances or parts of Ordinance in conflict with any of the provisions of this Ordinance are hereby repealed, saving any prosecution, criminal or administrative appeal pending on, or violation cited on or before the effective date of this Ordinance, which shall remain subject to the ordinance provision existing at the time of the alleged violation.

Section 4. This Ordinance shall take effect ten (10) days from the date of its adoption, in accordance with the provisions of Section 4.3(B) of Chapter 4 of the City Charter.

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Battle Creek City Commission

4/16/2024

**Action Summary**

**Staff Member:** Darcy Schmitt, Planning Supervisor

**Department:** Planning

## **SUMMARY**

A Resolution seeking to adopt Ordinance #04-2024, an Ordinance to amend the Historic Preservation Code of the City of Battle Creek.

## **BUDGETARY CONSIDERATIONS**

There is no budgetary consideration needed for the amendment.

## **HISTORY, BACKGROUND and DISCUSSION**

Staff has recognized that periodically, the City encounters difficulties with appointing a full roster of members for its various boards and commissions. With particular regard to the Historic District Commission (HDC), a specific set of knowledge and expertise is required of a majority of the members sitting on the Commission, further increasing the difficulty in filling vacancies.

Chapter 1470 provides for a limit of two consecutive three-year terms for members of the HDC. This limit on terms is fairly unique to the HDC, as the majority of the City's boards and commissions are not bound by limits on the number of consecutive terms served by an individual. The proposed amendment to Chapter 1470 would eliminate this provision from the ordinance, allowing for the continued reappointment of commissioners following the completion of two terms of service.

## **DISCUSSION OF THE ISSUE**

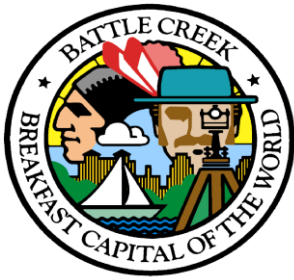
## **POSITIONS**

While the purpose of the current limit on terms is intended to provide for the eventual turnover in commissioners (encouraging a more diverse set of voices on the commission), a practical reality also exists which limits the potential numbers of volunteers willing and able to serve. The elimination of the consecutive term limit would allow for knowledgeable, experienced members of the Commission to continue their service to the City uninterrupted if they so choose.

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## **ATTACHMENTS:**

File Name	Description
❏ 1_Staff_Report.pdf	Staff Report
❏ Chapter_1470_Historic_Preservation_Mark_Up.pdf	Chapter 1470 Historic Preservation_Mark Up
❏ Chapter_1470_Historic_Preservation_Clean_Copy.pdf	Chapter 1470Historic Preservation_Clean Copy
❏ 02.12.2024_Historic_District_Meeting_Minutes.pdf	Draft Minutes HDC_2024.2.12



## **Battle Creek Historic District Commission**

### **Staff Report**

#### **Chapter 1470 (Historic Preservation) Updates**

Meeting: February 12, 2024

**To:** Historic District Commission

**From:** Travis Sullivan, Planning and Zoning Administrator

**Date:** January 19, 2024

**Subject:** Chapter 1470 (Historic Preservation) amendments

#### **Summary**

The Battle Creek Historic District Commission (HDC) was established by the City in 1981 for the purpose of safeguarding the heritage of the City and preserving Historic Districts and historic resources within the City which reflect significant historic, cultural, or architectural value.

Chapter 1470 (Historic Preservation) provides the standards by which projects impacting the exterior of resources located within the City of Battle Creek's local historic districts are to be evaluated for approval. Additionally, Chapter 1470 provides for the establishment and membership requirements of the Commission, including prescription for the length of terms, as well as limits on consecutive terms served by an individual.

Staff has recognized that periodically, the City encounters difficulties with appointing a full roster of members for its various boards and commission. With particular regard to the HDC, a specific set of knowledge and expertise is required of a majority of the members sitting on the Commission, further increasing the difficulty in filling vacancies.

Chapter 1470 provides for a limit of two consecutive three-year terms for members of the HDC. This limit on terms is fairly unique to the HDC, as the majority of the City's boards and commissions are not bound by limits on the number of consecutive terms served by an individual. The proposed amendment to Chapter 1470 would eliminate this provision from the ordinance, allowing for the continued reappointment of commissioners following the completion of two terms of service. While the purposed of the current limit on terms is intended to provide for the eventual turnover in commissioners (encouraging a more diverse set of voices on the commission), a practical reality also exists which limits the potential numbers of volunteers willing and able to serve. The elimination of the consecutive term limit would allow for knowledgeable, experienced members of the Commission to continue their service to the City uninterrupted if they so choose.

The remainder of the proposed amendments to Chapter 1470 are of a non-material nature, and consist mostly of grammatical and/or punctuation changes, as well as the relabeling of "*Community*



*Development Department*” to “*Zoning Division*” in order to more accurately identify staff responsible for assisting the HDC in its duties.

### **Recommendation**

For the reasons stated in this memo, staff recommends that the HDC recommend to the City Commission approval of the proposed amendments to Chapter 1470 (Historic Preservation), which would eliminate the limit of two consecutive terms for Commissioners, as well as complete various “clean-up” items needed to Chapter 1470.

### **Support Material**

Proposed Chapter 1470 amendments (redline)

Proposed Chapter 1470 amendments (clean copy)

## CHAPTER 1470 Historic Preservation

### 1470.01 DEFINITIONS.

As used in this chapter:

- (a) "Adaptive reuse" means the process of converting a building to a use other than that for which it was designed, such as changing a factory into housing or a residential structure into an office or retail store. Such conversion typically involves altering both the interior and exterior of the structure or building.
- (b) "Addition" means any construction, which increases the height or area of an existing resource or adds to it.
- (c) "Alteration" means work that changes the detail of a resource but does not change its basic size or shape.
- (d) "Certificate of appropriateness" means the written approval of a permit application for work that is appropriate and that does not adversely affect a resource.
- (e) "City" means the City of Battle Creek, a Michigan municipal corporation, acting by and through its officers and agents.
- (f) "Construction" means the assemblage of materials in any definite pattern for the purpose of erecting or modifying a resource, as well as any significant change of the existing ground level.
- (g) "Demolition" means the razing or destruction, whether entirely or in part, of a resource, and includes, but is not limited to, demolition by neglect.
- (h) "Demolition by neglect" means neglect in maintaining, repairing or securing a resource that results in deterioration of an exterior feature of the resource or the loss of structural integrity of the resource.
- (i) "Denial" means the written rejection of a permit application for work that is inappropriate and that adversely affects a resource.
- (j) "Historic" refers to a resource, which has significant historic, cultural or architectural value in the context of the development of the City, or that has significant historic or architectural value to the overall appearance of a Historic District. There is no minimum age implied by the use of the term "historic"; however, in most instances the term shall apply to a resource, which is approximately fifty years of age or more.
- (k) "Historic District" means an area, or group of areas not necessarily having contiguous boundaries, created or proposed ~~to be created~~ by the City for the purposes of this chapter, which contains one resource or a group of resources that are related by history, architecture, archeology, engineering or culture. The City may establish more than one Historic District and a District may consist of a single historic resource unrelated to its surroundings in historic, architectural or cultural significance.

(l) "Historic District Commission" or "Commission" means the seven-member body created by the City pursuant to Act 169 of the Public Acts of 1970, as amended, and this chapter.

(m) "Historic preservation" means the identification, evaluation, establishment, and protection of resources significant in history, architecture, archeology, engineering or culture.

(n) "Historic resource" means a publicly or privately owned building, structure, site, object, feature or open space, that has significant historic, cultural or architectural value.

(1) "Building" means a residential, commercial, industrial or institutional resource created to support or shelter any use or occupancy. This definition also includes accessory buildings such as garages or sheds.

(2) "Feature" means a prominent or distinctive aspect, quality or characteristic of a designated Historic District, including, but not limited to, landscaped boulevards, brick paving or other paved surfaces such as driveways and sidewalks, and distinctive trees or patterns of trees.

(3) "Object" means a resource, which cannot be defined as a building or structure but has functional, aesthetic, cultural, historic, architectural, archeological or scientific value that may be, by nature or design, moveable, yet related to a specific setting or environment such as, but not limited to, statues, monuments, fountains, lighting fixtures or sundials.

(4) "Open space" means undeveloped land, a naturally landscaped area, or a formal or man-made landscaped area, that provides a connective link or a buffer between other resources.

(5) "Site" means a resource that is related to important historic events or to a prehistoric or historic occupation or activity, or the location of an institution, an organization or an architectural property that is ruined or vanished, where the location itself maintains historic or archeological value regardless of any presently existing conditions.

(6) "Structure" means a resource made up of interdependent and interrelated parts in a definite pattern of organization, constructed or erected so as to require a permanent location on the ground or attached to something having a permanent location on the ground, including, but not limited to, signs, billboards, porches, decks, railings, fences, pergolas and other above-grade structures.

(o) "Notice to proceed" means the written permission to issue a permit for work that is inappropriate and that adversely affects a resource, pursuant to a finding under Section 1470.09(e).

(p) "Ordinary maintenance" means keeping a resource unimpaired and in good condition through ongoing minor intervention, undertaken from time to time, in its exterior condition. Ordinary maintenance does not change the external appearance of the resource except through the elimination of the usual and expected effects of weathering. Ordinary maintenance does not constitute "work" for purposes of this chapter.

(q) "Person" means an individual, firm, partnership, association, corporation, institution or agency of government.

(r) "Plans" means those documents, drawings, sketches and samples of materials that accompany an application for a permit as required by this chapter.

(s) "Reconstruction" means the process of reproducing by new construction the exact form and detail of a vanished historic resource, or part thereof, as it appeared at a specific time.

(t) "Rehabilitation" means the process of returning an historic resource to a state of utility through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property, which are significant to its historic, architectural or cultural value.

(u) "Repair" means to restore a decayed or damaged resource to a good or sound condition by any process. A repair that changes the external appearance of a resource constitutes "work" for purposes of this chapter.

(v) "Resource" means one or more publicly or privately owned historic or non-historic buildings, structures, sites, objects, features or open spaces located within a Historic District.

(w) "Restoration" means the process of accurately recovering the form and details of a resource as it appeared at a particular period of time by removing later work, replacing missing work and enhancing original work.

(x) "Significant historic, cultural or architectural value" means an historic resource that is associated with any of the following:

(1) A pivotal event or person in Michigan's, Battle Creek's or the United States' archaeological, historic or cultural past.

(2) An important phase of growth or decline of a neighborhood or the community.

(3) A contribution to or example of science, technology, politics, art or humanitarian causes.

(4) Representative of a recognized major style of architecture or engineering or a particular architect; the unusual use of materials, workmanship or function; or an outstanding example of vernacular architecture.

(y) "Study Committee" or "Historic District Study Committee" means an ad hoc body created by the City Commission pursuant to Act 169 of the Public Acts of 1970, as amended, and this chapter, for the purpose of recommending the creation of, amendment to, or elimination of, Historic Districts and the boundaries thereof.

(z) "Work" means construction, addition, alteration, repair, moving, excavation or demolition.

#### 1470.02 PURPOSE.

Historic preservation is declared to be a public purpose and this chapter is enacted to regulate the construction, addition, alteration, repair, moving, excavation and demolition of resources in Historic Districts within the City of Battle Creek. The purpose of this chapter is to:

(a) Safeguard the heritage of the City by preserving Historic Districts and historic resources within the City, which reflect significant historic, cultural, or architectural value.

(b) Stabilize and improve property values within any Historic District and surrounding areas.

(c) Foster civic beauty.

(d) Strengthen the local economy.

(e) Recommend the establishment, creation and promotion of a City historic registry and Historic Districts for the education, pleasure and welfare of the residents of the City and the State of Michigan.

(f) To encourage property owners and residents to participate in preservation activities.

#### 1470.03 HISTORIC DISTRICT COMMISSION.

(a) Establishment; Membership.

(1) Pursuant to Act 169 of the Public Acts of 1970, as amended, a Commission, to be known as the Battle Creek Historic District Commission, is hereby established.

(2) The Historic District Commission membership shall consist of seven (7) persons who reside in the City, the majority of whom shall have a clearly demonstrated interest in or knowledge of historic preservation.

A. One member, if available, shall be a graduate of an accredited school of architecture, shall have two years of architectural experience or shall be is an architect registered in the State.

B. If no architect is available meeting the qualifications of paragraph (a)(2)A. hereof, then one member, if available for appointment, shall be an architect, an archeologist, an historian, or an architect and historian, or a combination thereof, and shall meet the professional qualifications specified in 36 C.F.R. 61, as amended.

C. Two members shall be appointed from a list of residents submitted by one or more duly organized local historic preservation organizations.

D. To the extent available, members of the Commission shall include persons from the disciplines of architecture, history, archeology, planning or other historic preservation-related disciplines such as urban planning American studies, American civilization, cultural geography, cultural anthropology or landscape architecture.

E. Remaining members of the Commission shall be appointed from among persons who have backgrounds in law, business, real estate, government, banking, finance and community organization and who have a demonstrated interest, competence or knowledge in historic preservation.

(3) Members shall be appointed by the Mayor, with the approval of the City Commission. Appointments shall be for three-year terms, except that the initial appointments shall provide for three three-year terms, two two-year terms and two one-year terms.

(4) All terms shall terminate on January 1, except that a member shall continue in office until a successor is appointed and takes office. Members shall be eligible for reappointment; ~~however, members may not serve more than two consecutive terms.~~ When a vacancy on the Commission occurs, within sixty calendar days an interim appointment shall be made by the Mayor, with the approval of the City Commission, to complete the unexpired term.

(b) Election and Terms of Officers. The Historic District Commission shall elect from its membership a Chairperson and Vice-Chairperson whose terms of office shall be fixed by the Historic District Commission. The Chairperson shall preside over the Historic District Commission and shall have the right to vote. The Vice-Chairperson shall, in case of the absence or disability of the Chairperson, perform the duties of the Chairperson. The Planning

and ~~Zoning Division Community Development Department~~ shall provide clerical and staff assistance sufficient to carry out the intent of this chapter.

(c) Meetings, Regulations and Records.

(1) The Historic District Commission shall hold regularly scheduled monthly meetings in an appropriately designated room at City Hall.

(2) All meetings shall be open to the public and conform to the Michigan Open Meetings Act, being Act 267 of the Public Acts of 1976, as amended. Any person shall be entitled to appear and be heard on any matter before the Commission before it reaches its decision. Public notice of the time, date and place of the meeting shall be given in the manner required by the Open Meetings Act. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the Commission.

(3) The Commission shall keep a record of its resolutions, proceedings and actions, including minutes of all decisions of the Commission, which shall include reasons for making those decisions. Records of the Commission shall be available to the public in compliance with the Michigan Freedom of Information Act, being Act 442 of the Public Acts of 1976, as amended. The Commission shall submit an annual report of its activities to the Planning Commission and the City Commission each January.

(4) The provisions of Contracts of Public Servants with Public Entities Act, being Act 317 of the Public Acts of 1968, as amended, shall govern the conduct of Commission members concerning any conflict of interest or possible conflict of interest regarding a public contract. The provisions of Standards of Conduct for Public Officers and Employees Act, being Act 196 of the Public Acts of 1973, as amended, shall govern the conduct of Commission members regarding the ethical standards to be observed in carrying out their public duties under this chapter.

(5) The Historic District Commission shall adopt by-laws providing for its organization and conduct of business. The concurring vote of four members of the Commission shall be necessary to issue a certificate of appropriateness. Other actions of the Commission shall require a simple majority of members present constituting a quorum.

(d) Duties and Powers.

(1) The Historic District Commission shall:

A. Administer in conformance with this chapter and the Local Historic Districts Act, being Act 169 of the Public Acts of 1970, as amended, the Historic Districts within the City.

B. Maintain a City Historic Register.

C. Adopt design review standards for resource treatment to carry out its duties.

D. Review all applications and plans for which a permit is required by City ordinance regarding the construction, alteration, repair, moving or demolition affecting the exterior appearance of a historic or nonhistoric resource within a Historic District.

E. Maintain an on-going survey and inventory system to document all historic resources of significant historic, cultural or architectural values.

F. Make recommendations to the City Commission regarding acquisitions of historic resources pursuant to Section 1470.19.

G. Contract, with City Commission approval, with persons, firms, corporations or organizations to enlist the aid of experts to carry out its duties pursuant to this chapter or State and Federal legislation.

H. Adopt rules of procedure subject to the approval of the City Commission.

(2) The Historic District Commission may:

A. Act as the agent to accept and administer State or Federal grants for historic restoration purposes, accept public or private gifts for historic preservation purposes, and participate in State and Federal programs that benefit historic preservation, as the duly appointed agent of the City Commission.

B. Maintain publicly-owned historic resources using its own funds, if not specifically earmarked for other purposes, or those public funds committed for this use by the City Commission.

C. Assist private and public concerns in the registration and marking of historic resources and in the application of State and Federal grant-in-aid programs for the revitalization of those properties.

D. Encourage and cooperate with civil and fraternal groups and other organizations in promoting the City's history, traditions and customs through participation in public historic activities, patriotic celebrations and other special events.

E. Encourage and cooperate with local organizations in developing historic material to promote the historic heritage of the City.

F. Represent or serve as a liaison between the City Commission and other organizations interested in the history of Battle Creek.

G. Serve in a management, administrative, advisory or research capacity for the City Commission in historic matters, or for projects with significant historic, cultural or architectural value.

H. Prepare recommendations to the City Commission regarding the acceptance of gifts of resources having significant historic, cultural or architectural value and assist in receipt of such resources.

I. Encourage adaptive re-use of historic resources.

J. Disseminate information and offer technical assistance or referrals to the public and encourage and advise property owners in historic preservation or adaptive re-use of historic resources.

#### 1470.04 RECOMMENDATIONS FOR THE CREATION AND BOUNDARIES OF HISTORIC DISTRICTS.

(a) The City may at any time establish by ordinance additional Historic Districts, including proposed Districts previously considered and rejected, may modify boundaries of an existing Historic District, or may eliminate an existing Historic District. Before establishing, modifying or eliminating a Historic District, a Historic District Study Committee shall be appointed by the City Commission to consider only specified proposed or modified Districts or the proposed elimination of Districts, and shall then be dissolved.

(b) The Study Committee shall contain a majority of persons who have a clearly demonstrated interest in or knowledge of historic preservation and shall contain representation from one or more duly organized local historic preservation organizations. In conducting its activities, the Study Committee shall consider any previously written Committee reports pertinent to the proposed action.

(c) Recommendations of the Study Committee shall be made after it does all of the following:

(1) Conducts a photographic inventory of resources within each proposed Historic District following procedures established or approved by the Bureau of History of the Michigan Department of State (hereinafter: the "Bureau of History").

(2) Conducts basic research of each proposed Historic District and the historic resources located within that District.

(3) Determines the total number of historic and non-historic resources within a proposed Historic District and the percentage of historic resources of that total. In evaluating the significance of historic resources, the Committee shall be guided by the selection criteria for evaluation issued by the United States Secretary of the Interior for inclusion of resources in the National Register of Historic Places, as set forth in 36 C.F.R. Part 60, and criteria established or approved by the Bureau of History, if any.

(4) Prepares a preliminary Historic District report that addresses, at a minimum, each of the following:

A. The charge of the Committee;

B. The composition of the Committee membership;

C. The proposed Historic District or Districts studied;

D. The boundaries of each proposed Historic District in writing and on maps;

E. The history of each proposed Historic District;

F. The significance of each proposed District as a whole, as well as a sufficient number of its individual resources to fully represent the variety of resources found within the proposed District, relative to the evaluation criteria.

(5) Transmits copies of the preliminary report for review and recommendations to the Planning Commission, the Bureau of History, the Michigan Historical Commission and the State Historic Preservation Review Board.

(6) Make copies of the preliminary report available to the public pursuant to the Michigan Freedom of Information Act.

(d) Not less than sixty calendar days after the transmittal of the preliminary report, the Study Committee shall hold a public hearing in compliance with [the Michigan Open Meetings Act, being](#) Act 267 of the Public Acts of 1976, as amended, after giving public notice of the time, date and place of the hearing in the manner required by Act 267. Written notice shall be mailed by first class mail not less than fourteen calendar days before the hearing to the owners of properties within the proposed Historic District as listed on the tax rolls of the City.



(e) After the date of the public hearing, the Study Committee and the City Commission shall have not more than one year, unless otherwise authorized by the City Commission, to take the following actions:

(1) Upon receipt of substantial evidence showing significant historic, cultural or architectural value of a proposed Historic District, the City Commission may, at its discretion, adopt a resolution requiring that all applications for permits within the proposed Historic District be referred to the Historic District Commission as prescribed in Sections 1470.08 and 1470.09. The Commission shall review permit applications with the same powers that would apply if the proposed Historic District ~~was~~were an established Historic District. The review may continue in the proposed Historic District for not more than one year, or until such time as the City Commission approves or rejects the establishment of the Historic District by ordinance, whichever occurs first.

(2) The Study Committee shall prepare and submit a final report with its recommendations, and the recommendations, if any, of the Planning Commission, to the City Commission. If the recommendation is to establish a Historic District or Districts, the final report shall include a draft of a proposed ordinance or ordinances.

(3) After receiving a final report that recommends the establishment of a Historic District or Districts, the City Commission, at its discretion, may introduce and pass or reject an ordinance or ordinances. If the City Commission passes an ordinance or ordinances establishing or amending the boundaries of one or more Historic Districts, the City Clerk shall file a copy of that ordinance or those ordinances, including a legal description of the property or properties located within the Historic District or Districts, with the Calhoun County Register of Deeds. The City Commission shall not pass an ordinance establishing a contiguous Historic District less than sixty days after a majority of the property owners within the proposed Historic District, as listed on the tax rolls of the City, have approved the establishment of the Historic District pursuant to a written petition.

(f) The City Commission may hold additional public hearings as it considers necessary prior to the introduction or adoption of an ordinance or ordinances establishing or amending the boundaries of a Historic District. The City Commission may adopt the proposed ordinance or ordinances, with or without amendments, or return the ordinance or ordinances to the Study Committee for further review and report.

(g) Any writing prepared, owned, used, in the possession of, or retained by, a Study Committee in the performance of an official function shall be made available to the public in compliance with Act 442 of the Public Acts of 1976, as amended.

#### 1470.05 ELIMINATION OF HISTORIC DISTRICTS.

When considering the elimination of a Historic District, the Study Committee shall follow the procedures set forth in Section 1470.04 for issuing a preliminary report, holding public hearings and issuing a final report, but with the intent of showing one or more of the following:

(a) The Historic District has lost those physical characteristics that qualified it for establishment as a Historic District.

(b) The Historic District was not significant in the way previously defined.

(c) The Historic District was established pursuant to defective procedures.

#### 1470.06 REVIEW OF APPLICATION FOR CITY HISTORIC REGISTER DESIGNATION.

(a) The owner of an historic resource seeking designation on the City Historic Register shall file an application with the Planning and ~~Zoning Division~~Community Development Department. The application, with any supporting documentation, will be presented to the Historic District Commission within sixty days following its receipt by the Planning and ~~Zoning Division~~Community Development Department.

(b) The Historic District Commission may, on its own initiative, recommend the designation of an historic resource for the City Historic Register.

(c) The Historic District Commission shall meet within sixty days of its receipt of the application seeking designation on the City Historic Register to review the application and recommend or deny its addition to the local Historic Register.

(d) If an addition to the City Historic Register is recommended by the Commission, a report of such approval will be sent to the City Commission for that body's approval. Once approval has been given by the City Commission, a notice of such approval shall be sent in writing by the Historic District Commission to the owner of the resource.

(e) If an addition to the City Historic Register is denied by the Historic District Commission, notification in writing of such denial shall be sent to the resource owner by the Historic District Commission detailing the reasons for the denial. Nothing in this subsection shall be deemed to limit an owner's opportunity to re-apply for designation to the City Historic Register.

#### 1470.07 REMOVAL OF PROPERTIES FROM HISTORIC REGISTER.

(a) ~~A~~An historic resource may be removed from the City Historic Register as follows:

(1) If the owner wishes to have ~~a~~an historic resource removed from the City Historic Register, a request in writing must be submitted to the Planning and ~~Zoning Division~~Community Development Department for presentation to the Historic District Commission at its next regularly scheduled meeting. Such a request shall detail the owner's reasons for the desired removal. The Historic District Commission, within sixty days following receipt of the request for removal, shall work with the resource owner to find solutions to problems, which may be influencing the desire to be removed. If at the end of the time prescribed in this section the Historic District Commission deems it to be in the best interests of the community to remove the resource from the City Historic Register, the owner and the City Commission shall be notified in writing of the removal.

(2) If the Historic District Commission deems it to be in the best interests of the community to remove ~~a~~an historic resource from the City Historic Register, it shall notify the owner of the resource of the Historic District Commission's intent, in writing, listing the reasons for removal. The written notice shall give the owner until the next regularly scheduled meeting of the Historic District Commission, but in no case less than thirty days, in which to respond. If no response is received, the historic resource shall be removed from the City Historic Register by the Historic District Commission after notification of the owner and the City Commission in writing. If the owner desires that the historic designation be retained, the owner will be given time, not to exceed sixty days, to make noticeable improvement in the resource and show a willingness to work with the Historic District Commission. If at the end of the sixty days satisfactory improvement has not been made, the historic resource will be removed from the City's Historic Register.

(b) The term "best interests of the community" includes, but is not limited to, the following:

(1) A desire to make major changes to the exterior of the resource, which would detract from its historic significance.

(2) The deterioration of a historic resource to the point where there is a loss of structural integrity.

#### 1470.08 APPLICATION FOR WORK AFFECTING A RESOURCE.

(a) A permit shall be obtained before any work affecting the exterior appearance of a resource is performed within a Historic District or, if required under subsection (c) hereof, before work affecting the interior arrangements of a resource is performed within a Historic District. The person proposing to do that work shall file an application for a permit with the ~~Building-Inspections Division~~ ~~Department~~ of the City.

(b) The ~~Building-Inspections Division~~ ~~Department~~ shall transmit the application and accompanying plans and other information to the Planning and ~~Zoning Division Community Development Department~~ for review. The Planning and ~~Zoning Division Community Development Department~~ staff shall review the plans for compliance with the preservation standards adopted by the Historic District Commission and the considerations set forth in Section 1470.17. Where plans are not in conformity with such preservation standards, the Planning and ~~Zoning Division Community Development Department~~ shall consult with the resource owner to insure that proper modifications are made. The Planning and ~~Zoning Division Community Development Department~~ shall immediately transmit the completed application with all supporting materials to the Historic District Commission.

(c) In order to expedite the timely issuance of permits, the ~~Building-Inspections Division~~ ~~Department~~, the Planning and ~~Zoning Division Community Development Department~~ and the Historic District Commission may review preliminary plans in advance of completion of final plans and specifications to determine the appropriateness of alterations, additions, repairs or new construction to resources within Historic Districts.

#### 1470.09 REVIEW OF APPLICATIONS.

(a) In reviewing plans, the Historic District Commission shall follow the U. S. Secretary of the Interior's standards for rehabilitation and guidelines for rehabilitating historic buildings, as set forth in 36 C.F.R. Part 67. Design review standards and guidelines that address special design characteristics of Historic Districts administered by the Commission may be followed if they are equivalent in guidance to the Secretary of the Interior's standards and guidelines and are established or approved by the Bureau of History.

(b) The Commission shall also consider all of the following:

(1) The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.

(2) The relationship of any architectural features of the resource to the rest of the resource and the surrounding area.

(3) The general compatibility of the design, arrangement, texture and materials proposed to be used.

(4) Other factors, such as aesthetic value that the Commission finds relevant.

(c) The Historic District Commission shall review and act upon only exterior features of a resource and shall not review and act upon interior arrangements unless specifically authorized to do so by the City Commission or unless interior work will cause visible change to the exterior of the resource.

(d) The Historic District Commission shall not disapprove an application due to considerations not prescribed in this section.

(e) Work within a Historic District shall be permitted through the issuance of a notice to proceed by the Commission if any of the following conditions prevail and if the proposed work can be demonstrated by a finding of the Historic District Commission to be necessary to substantially improve or correct any of the following conditions:

(1) The resource constitutes a hazard to the safety of the public or to the structures and occupants.

(2) The resource is a deterrent to a major improvement program that will be of substantial benefit to the community, and the applicant proposing the work has obtained all necessary planning and zoning approvals and financing and environmental clearances.

(3) Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God or other event beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the Historic District, have been attempted and exhausted by the owner.

(4) Retaining the resource is not in the interests of the majority of the community.

(f) The Historic District Commission shall meet within sixty calendar days after a complete application is filed with the Commission to review and consider the permit application. A permit shall not be issued and proposed work shall not proceed until the Commission has acted on the application by issuing a certificate of appropriateness or a notice to proceed, as prescribed in this chapter.

(g) If the Historic District Commission approves the application, it shall issue a certificate of appropriateness or notice to proceed, which is to be signed by the Chairperson of the Commission and filed with the ~~Building Inspections Division~~ Department.

(h) If the Historic District Commission disapproves the application, its decision is binding upon the ~~Building Inspections Division~~ Department and the Planning and ~~Zoning~~ Community Development Department Division. A denial and the reasons therefor shall be in writing and filed with the ~~Building Inspections Division~~ Department and furnished to the applicant. The denial shall also include notification of the applicant's rights of appeal to the State Historic Preservation Review Board and to the Circuit Court.

(i) If appropriate, a denial may contain a notice that an application may be re-submitted for Historic District Commission review when suggested changes have been made.

(j) Failure of the Historic District Commission to approve or disapprove an application for a certificate of appropriateness or written modification thereto, as provided for in this section, within sixty days from the date such application or modifications are filed with the Commission, unless an extension is agreed upon in writing by the applicant and the Commission, shall be deemed to constitute approval.

#### 1470.10 DELEGATION OF AUTHORITY.

The Historic District Commission may delegate the issuance of certificates of appropriateness for specified minor classes of work to the ~~Building-Inspections Division~~ ~~Department~~ or Planning and ~~Zoning Division~~ ~~Community Development Department~~. The Commission shall provide to the delegated authority specific written standards for issuing certificates of appropriateness under this section. On at least a quarterly basis, the Commission shall review the certificates of appropriateness, if any, issued for work by the authorities delegated pursuant to this section to determine whether ~~or not~~ the delegated responsibility should be continued.

#### 1470.11 DEMOLITION BY NEGLECT.

Upon a finding by the Historic District Commission that ~~a~~ historic resource within ~~an~~ ~~Building Inspection Department~~ Historic District or proposed Historic District is threatened with demolition by neglect, the Commission may require the owner of the resource to repair all conditions contributing to demolition by neglect. If the owner does not make repairs within a reasonable time, the Commission or its agents may enter the property and make such repairs as are necessary to prevent demolition by neglect. The cost of the work shall be charged to the owner and may be levied by the City as a special assessment against the property. The ~~C~~ommission or its agents may enter the property for purposes of this section upon obtaining an order from the Circuit Court.

#### 1470.12 APPEALS.

(a) An applicant aggrieved by a decision of the Historic District Commission concerning a permit application may file an appeal to the State Historic Preservation Review Board of the Michigan Historical Commission within the Department of State. The appeal shall be filed within sixty days after the decision of the Commission is furnished to the applicant.

(b) Any citizen or duly organized historic preservation organization in the City, as well as resource property owners, jointly or severally aggrieved by a decision of the Historic District Commission, may appeal the decision to the Calhoun County Circuit Court, except that a permit applicant aggrieved by a decision rendered pursuant to Section 1470.09 may not appeal to the Circuit Court without first exhausting the right to appeal to the State Historic Preservation Review Board.

#### 1470.13 PERMIT FEES.

Fees charged ~~by the Building Inspection Department~~ for an application for a permit made pursuant to this chapter shall be approved by the City Commission from time to time. Nothing in this chapter shall be construed to prohibit the charging and collection of fees for permits and inspections pursuant to the Building and Housing Code of these Codified Ordinances.

#### 1470.14 ORDINARY MAINTENANCE AND EMERGENCY REPAIRS.

Nothing in this chapter shall be construed to prevent routine maintenance of any resource within ~~a~~ Historic District or to prevent emergency repairs made necessary by natural or man-made disaster.

#### 1470.15 PLANS FOR PRESERVATION OF RESOURCES.

If an application is made for work that will adversely affect the exterior of a resource the Historic District Commission considers valuable to the City, the State or the nation, and the Commission determines that the alteration or loss of that resource will adversely affect the public purpose of the City, the State or the nation, the Commission shall attempt to establish with the owner of the resource an economically feasible plan for preservation of the resource.

#### 1470.16 ACQUISITION OF RESOURCES.

If all efforts by the Historic District Commission to preserve a resource fail, or if it is determined by the City Commission that public ownership is most suitable, the City Commission, if it is considered to be in the public interest, may acquire the resource using public funds, public or private gifts, grants or proceeds from the issuance of revenue bonds. The acquisition shall be based upon the recommendation of the Historic District Commission. The Historic District Commission shall be responsible for maintaining ~~publicly-owned~~publicly owned resources using its own funds, if not specifically designated for other purposes, or public funds permitted for that use by the City Commission. Upon recommendation of the Historic District Commission, the City may sell resources acquired under this section with protective easements included in the property transfer documents, if appropriate.

#### 1470.17 PRESERVATION OF HISTORIC FEATURES.

(a) Every reasonable effort shall be made to provide a compatible use for a resource, which requires minimal alteration of the building, structure or site and its environment, or to use the resource for its originally intended purpose.

(b) The distinguishing original qualities or character of a resource and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided when possible.

(c) All resources shall be recognized as products of their own time. Alterations that have no historic basis and which seek to create an earlier appearance shall be discouraged.

(d) Changes which may have taken place in the course of time are evidence of the history and development of a resource and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(e) Distinctive stylistic features or examples of skilled craftsmanship, which characterize a resource shall be treated with sensitivity.

(f) Deteriorated architectural features shall be repaired rather than replaced wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other resources.

(g) The surface cleaning of resources shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic materials shall not be undertaken.

(h) Every reasonable effort shall be made to protect and preserve archaeological resources affected by or adjacent to any project.

(i) Contemporary design for alterations and additions to existing resources shall not be discouraged when such alterations and additions do not destroy significant historic, architectural or cultural material and when such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.

(j) Whenever possible, new additions or alterations to resources shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the resource would be unimpaired.

#### 1470.18 POWERS OF COUNTY HEALTH DEPARTMENT.

This chapter shall not be construed as limiting the powers of the County Health Department in reference to sanitary or environmental health conditions in the City.

#### 1470.19 CREATION AND BOUNDARIES OF HISTORIC DISTRICTS.

Pursuant to Act 169 of the Public Acts of 1970, as amended, the following Historic Districts are hereby created and bounded as follows:

(a) The Historic District of the Central Business District. Beginning at the intersection of the centerline of Division Street North and the centerline of State Street East and running thence easterly along the centerline of State Street East to the centerline of Jay Street; thence southerly along the centerline of Jay Street to the center of Michigan Avenue East; thence westerly along the center of Michigan Avenue East to the center of Jackson Street East/Loop Road; thence southwesterly along the centerline of said Jackson Street East to the centerline of Main Street; thence northwesterly along the center of Main Street to a line perpendicular to the southwesterly line of Lot 1 of the Assessor's Plat of Southeast Battle Creek, said line extending from the western most corner of said Lot 1, thence southwesterly along said line to the point of intersection with a line which lies eleven feet east of and parallel with the west line of South Avenue (now vacated), as shown in said Assessor's Plat of Southeast Battle Creek; thence south along said line to the center of Jackson Street East; thence westerly along the center of Jackson Street, as situated and shown on the plat of original Battle Creek, and the extension thereof, to the centerline of the Battle Creek River; thence easterly and southeasterly along the center of the Battle Creek River to the centerline of Division Street North; thence southerly along the center of Division Street North to the centerline of State Street East and the place of beginning.

(b) The Old Advent Town Historic District. Beginning at the intersection of the centerlines of Barney Street and Jackson Street West and running thence westerly along the center of Jackson Street West to the centerline of Washington Avenue South; thence northerly along the centerline of Washington Avenue South to the centerline of Michigan Avenue West; thence westerly along the centerline of Michigan Avenue West to the southerly extension of a line which lies ten feet east of the westerly line of Lot 36, Range of Blocks 5, of the plat of original Battle Creek, and parallel with said lot line; thence northerly 133 feet along said line to a point distant southerly thirty-two feet from the north line of said Lot 36; thence westerly 176 feet, parallel with the north line of Lots 36, 35, 34 and 33 of said Range of Blocks 5, to a point thirty-four feet westerly of the easterly line of Lot 33; thence northerly 32 feet, parallel with the east line of Lot 33 to the north line thereof; thence westerly along the south line of Lot 16 of Range of Blocks 5, to the southwesterly corner thereof; thence northerly along the westerly line of Lot 16 and the extension thereof to the centerline of Van Buren Street West; thence westerly along the centerline of Van Buren Street West to the southerly extension of the easterly line of Lot 9 of Range of Blocks 6 of Plat of original Battle Creek; thence northerly 165 feet along the east line of said Lot 9 to the northeasterly corner thereof; thence westerly along the northerly lines of Lots



1 through 9 (conversely) of said Range of Blocks 6 and Lots 1 through 9 (conversely) of Range of Blocks 7 of said Plat and the westerly extension thereof to the centerline of Wood Street North; thence southerly 46 feet along the centerline of Wood Street North; thence westerly 99 feet, parallel with the south line of Lot 3 of Manchester's Addition and 86 feet northerly thereof to a point 66 feet west of the easterly line of said Lot 3; thence northerly 47 feet, parallel with said easterly line of Lot 3; thence westerly 66 feet, parallel with the southerly line of said Lot 3; thence northerly 131 feet along the west line of Lot 3 to the northwest corner thereof; thence continuing 51.5 feet along the northerly extension of said west line of Lot 3; thence north, parallel with the west line of Lot 64 of Manchester's Addition to the north line thereof; thence west to the northwest corner of said lot 64; thence south to the southwest corner of Lot 64; thence westerly 204.6 feet to the southwesterly corner of Lot 66 of Manchester's Addition; thence north 102.96 feet to the northwest corner of said Lot 66; thence along the south line of Manchester Street to the centerline of Wood Street North; thence north along the centerline of Wood Street North to the westerly extension of the north line of Lot 116 of Grave's Addition to the City of Battle Creek; thence east along the north lines of Lots 108 through 116 (conversely) and Lots 99 through 107 (conversely) of Graves Addition along the north lines of Lots 13 through 23 inclusive of Graves Second Addition to the northeast corner of Lot 23; thence north 33 feet along the west line of Lot 26 of Graves Second Addition; thence east 49.5 feet parallel with the south line of Lot 26; thence north 132 feet parallel with the west lines of Lots 26 and 27 of Graves Second Addition to the centerline of Greenwood Avenue; thence east 0.50 feet along the centerline of Greenwood Avenue; thence north 165 feet, parallel with the west lines of Lots 93 and 94 of Graves Second Addition and 50 feet easterly there from, to the north line of Lot 94; thence west 18.54 feet to the southeast corner of Lot 1 of Graves Third Addition; thence north along the east lines of Lots 1, 40 and 41 of Graves Third Addition to the south line of Parkway Drive; thence easterly along the south line of Parkway Drive to the easterly line of Hanover Street; thence south along the east line of Hanover Street to the southwest corner of Lot 77 of Walter's Addition; thence east along the south lines of Lots 77, 76, 75 and 74 of Walter's Addition to the west line of Hazel Street; thence north along the west line of Hazel Street to the south line of Seedorff Street; thence east along the south line of Seedorff Street to the northeast corner of Lot 44 of Walter's Addition; thence south along the east lines of Lots 44 through 50, inclusive, of Walter's Addition and the extension thereof to the south line of Walter Avenue; thence east to the northeast corner of Lot 1 of Rice and Weston's Addition; thence south along the east lines of Lots 1 through 9 inclusive of Rice and Weston's Addition, and the southerly extension thereof to the centerline of Emmett Street West; thence east along the centerline of Emmett Street West to the centerline of Brook Street; thence southerly along the centerline of Brook Street to the centerline of Champion Street; thence easterly along the centerline of Champion Street to the northerly extension of a line which lies 17.5 feet easterly of and parallel with the west line of Lot 17 of McCamly's Addition; thence southerly along said line to the southerly line of Lot 17; thence easterly two feet along the south line of Lot 17; thence southerly along a line which lies 19.5 feet easterly of and parallel with the west line of Lot 17 of Range of Blocks 4 of the plat of original Battle Creek; and the southerly extension of said line to the centerline of Van Buren Street West; thence westerly along the centerline of Van Buren Street West to the centerline of Gould Street; thence southerly along the centerline of Gould Street to the centerline of Michigan Avenue West; thence easterly along the centerline of Michigan Avenue West to the centerline of Barney Street; thence southerly along the centerline of Barney Street to the centerline of Jackson Street West and the place of beginning.

(c) The Old Maple Street Historic District. Beginning at the intersection of the centerline of Capital Avenue Northeast and the centerline of Division Street North, and running thence northeasterly along the centerline of Capital Avenue Northeast to the northerly extension of the west line of Lot 12 of the Assessor's Plat of Hinman's Subdivision; thence southerly along the



west line of Lot 12 to the southwest corner thereof; thence easterly along the southerly lines of Lots 12 and 14 of said plat to the centerline of Penn Street; thence northerly along the centerline of Penn Street to point of intersection with a line perpendicular to the west line of Lot 2 of Hart's Addition and 126.16 feet south of the northwest corner of said Lot 2; thence easterly along said perpendicular line to the westerly line of said Lot 2; thence easterly 132.33 feet to a point on the westerly line of Lot 3 of said plat distant southerly 128.94 feet from the northwest corner of said Lot 3; thence southerly 65.1 feet to the southwest corner of Lot 3, thence easterly 265.32 feet along the south lines of Lots 3 and 4 to the northeast corner of Lot 15 of said Hart's Addition; thence southerly along the east line of Lot 15 to a point distant northerly 75 feet from the southeast corner thereof, thence easterly 175.56 feet parallel with the south line of Lot 14 of said Hart's Addition to the centerline of Elm Street; thence northerly along the centerline of Elm Street to point of intersection with a line perpendicular to the west line of Lot 6 of Hart's Addition; thence east along said line to a point on the west line of Lot 6 which lies sixty-six feet north of the southwest corner thereof; thence easterly, parallel with the south line of said Lot 6 to a point 66 feet west of the east line of Lot 6, thence southerly ten feet, parallel with the east line of said Lot 6; thence easterly 66.7 feet parallel with the south line of Lot 6 to the easterly line thereof; thence southerly fifty-five feet to the northwest corner of Lot 12 of Hart's Addition; thence southerly along the west line of Lot 12 to a point distant northerly 115.5 feet from the southwest corner thereof; thence easterly 53.13 feet, parallel with the south line of Lot 12; thence northerly 16.5 feet, parallel with the west line of Lot 12; thence easterly 157.56 feet to a point 132.44 feet north of the south line of Lot 11 of Hart's Addition; thence north 141.25 feet, parallel with the east line of said Lot 11 to the north line thereof; thence easterly 44.4 feet, more or less, to the northeast corner of said Lot 11; thence northerly 56.85 feet along the east line of Lot 8 of Hart's Addition; thence northeasterly 116.4 feet to a point on the east line of Lot 9 of Hart's Addition distant north 59.09 feet from the southeast corner of said Lot 9; thence east thirty-three feet at right angles to Poplar Street, to the centerline thereof; thence north along the centerline of Poplar Street to the point of intersection with the southwesterly extension of the centerline an alley; thence northeasterly along the centerline of said alley which adjoins the southeasterly lines of Lots 2, 3, 4 and 27 of Charles Merritt's Second Addition to Battle Creek, to the southerly extension of the easterly line of Lot 27; thence northerly along the easterly line of Lot 27 to the centerline of Capital Avenue Northeast; thence southwesterly along the centerline of Capital Avenue Northeast to the centerline of Orchard Place; thence north along the centerline of Orchard Place to the point of intersection with a line perpendicular to the east line of Lot 1 of Charles Merritt's Third Addition, at a point distant north 246 feet from the southeast corner of said Lot 1; thence west 152 feet to a point distant northerly 270 feet from the south line of said Lot 1; thence northwesterly twenty-seven feet to a point on the easterly extension of the southerly line of Lot 33 of Charles Merritt's Addition, distant easterly 41.14 feet from the southeast corner of said Lot 3; thence westerly along the south lines of Lots 33 through 38, inclusive of Charles Merritt's Addition to a point distant westerly 63.8 feet from the southeast corner of Lot 38; thence southerly 72 feet at right angles; thence westerly 12.75 feet at right angles; thence southerly 49.5 feet at right angles; thence westerly at right angles 149.23 feet to the centerline of Chestnut Street; thence north along the centerline of Chestnut Street to the centerline of Frelinghuysen Avenue, thence westerly along the centerline of Frelinghuysen Avenue to the northerly extension of the easterly line of Lot 205 of the Assessor's re-plat of Merritt's Supplement to Block 2; thence southerly along the easterly line of Lot 205 to the southeast corner thereof; thence westerly to the northwest corner of Lot 193 of said Assessor's re-plat; thence southerly along the west line of Lot 193 to the centerline of Capital Avenue northeast; thence northeasterly along the centerline of Capital Avenue northeast to the centerline of Division Street North and the place of beginning.

(d) The Merritt's Woods Historic District. Beginning at the northeast corner of Chestnut and Emmett Streets in the City, the same being thirty-three feet north of the east and west quarter line (as occupied) and 805 feet west of the north and south quarter line of Section 6, Town 2, South, Range 7 West; thence N. 0 15' E., along the east line of Chestnut Street 840.35 feet to point "B," distant 450.65 feet south of the north line of such Section (as now located and used); thence from such east line of Chestnut Street as tangent, and starting in the opposite direction (S. 0 15' W.), on a curve to the left of twenty feet radius, southerly and easterly, 37.35 feet to point "C"; thence N. 73 15' E., on tangent to such curve, 115.4 feet to point "D"; thence from the last course as tangent, on a curve to the right, of seventy-five feet radius, 110.55 feet, to point "E"; thence S. 22 18' E., on tangent to such curve, 16.4 feet, to point "F"; thence S. 89 45' E., 164 feet, to point "G"; thence S. 47 56' E., thirty feet, to point "H"; thence N. 74 42' E., 225 feet, to point "I"; distant 162 feet west of the north and south quarter line of such Section; thence S. 0 7' E., parallel with such quarter line, 196.8 feet, to point "J"; thence from last course as tangent, on a curve to the left of eighteen feet radius, 28.27 feet to point "K"; thence N. 89 53' E., at right angles with such quarter line, 144 feet to such quarter line, at a point ("L") 621.1 feet north of Emmett Street and 654.8 feet south of such Section line; thence S. 0 7' E., along such quarter line, 621.1 feet to the north line of Emmett Street, at point "M"; thence N. 89 58' W., along such north line of Emmett Street, 805 feet to the place of beginning.

(e) The Village at Irving Park Historic District. Charles and R. B. Merritt's Addition, being all of Lots 46 through 53, parts of Lots 39 through 45, and portions of vacated Tompkins and Spruce Streets more particularly described as: Beginning at the northeast corner of Lot 48; thence north 87°52'00" west along the southerly line of Garfield Avenue 335.90 feet; thence south 02°43'37" east 77.43 feet; thence southeasterly along an arc to the right 225.06 feet whose radius is 400 feet and whose chord bears south 23°06'22" east 222.10 feet; thence southerly along an arc to the left 182 feet whose radius is 320 feet and whose chord bears south 53°58'10" east 179.55 feet; thence south 70°56'19" east 25.02 feet; thence south 88°15'00" east 90.61 feet; thence north 02°10'00" west along the western line of West Street 385.95 feet to the point of beginning; subject to easements of record.

#### 1470.20 ENFORCEMENT; REMEDIES.

(a) The ~~Building-Inspections~~ Division~~department~~ is hereby authorized and directed to enforce all provisions of this chapter, subject to review by the Historic District Commission.

(b) If the City Commission determines that pending work will cause irreparable harm to resources located within an established Historic District or a proposed Historic District, the City Commission may, by resolution, declare an emergency moratorium on all such work for a period not to exceed six months. The City Commission may extend the emergency moratorium for an additional period not to exceed six months upon finding that the threat of irreparable harm to resources is still present. Any pending permit application concerning a resource subject to an emergency moratorium may be summarily denied.

(c) Whenever any work on a resource subject to this chapter is being done contrary to the provisions of this chapter or this Building and Housing Code, officials of the ~~Building-Inspections~~ Division~~department~~ may order the work stopped by notice served, in writing, to the owner of record. Such persons engaged in doing or causing such work shall immediately stop such work until authorized by the ~~Building-Inspections~~ Division~~department~~ to proceed after review by the Historic District Commission.

(d) When work has been done upon a resource without a permit, and the Historic District Commission finds that the work does not qualify for a certificate of appropriateness, the

Commission may require an owner to restore the resource to the condition the resource was in before the inappropriate work, or to modify the work so that it qualifies for a certificate of appropriateness. If the owner does not comply with the restoration or modification requirement within a reasonable time, the Commission may seek an order from the Circuit Court to require the owner to restore the resource to its former condition or to modify the work so that it qualifies for a certificate of appropriateness. If the owner does not or cannot comply with the order of the Court, the Commission or its agents may enter the property and conduct work necessary to restore the resource to its former condition or modify the work so that it qualifies for a certificate of appropriateness in accordance with the Court's order. The cost of the work shall be charged to the owner and may be levied by the City as a special assessment against the property. In acting pursuant to an order of the Circuit Court, the Commission or its agents may enter the property for purposes of this section.

(e) The remedies provided for in this chapter shall be cumulative and not exhaustive and shall be in addition to any and all other remedies available at law or in equity to prevent or remedy any violation herein.

#### 1470.21 VIOLATIONS.

(a) No person shall cause or permit the erection, construction, enlargement, alteration, repair, movement, improvement, removal, conversion or demolition of any resource subject to this chapter:

(1) Without applying for and obtaining the necessary permit as required by this chapter;

(2) After a stop-work order has been issued pursuant to this chapter; and

(3) Without conforming to the application and its supporting materials as approved by the Historic District Commission through the issuance of a certificate of appropriateness or notice to proceed.

(b) Violations of this chapter shall result in the issuance of a Municipal civil infraction citation directing the person to appear in Court as provided in Chapter 87 of the Revised Judicature Act, M.C.L.A. 600.8701, et seq., regarding the occurrence or existence of a violation of this chapter.

#### 1470.99 PENALTIES.

(a) A person who violates any provision of this chapter is responsible for a Class D Municipal civil infraction and shall be subject to the civil fines provided in Section 202.98 of these Codified Ordinances.

(b) In addition to any penalty provided for in this section, a person who violates any provision of this chapter may be ordered by the Court to pay the cost to restore or replicate a resource unlawfully constructed, added to, altered, repaired, moved, excavated, or demolished.

## CHAPTER 1470 Historic Preservation

### 1470.01 DEFINITIONS.

As used in this chapter:

- (a) "Adaptive reuse" means the process of converting a building to a use other than that for which it was designed, such as changing a factory into housing or a residential structure into an office or retail store. Such conversion typically involves altering both the interior and exterior of the structure or building.
- (b) "Addition" means any construction, which increases the height or area of an existing resource or adds to it.
- (c) "Alteration" means work that changes the detail of a resource but does not change its basic size or shape.
- (d) "Certificate of appropriateness" means the written approval of a permit application for work that is appropriate and that does not adversely affect a resource.
- (e) "City" means the City of Battle Creek, a Michigan municipal corporation, acting by and through its officers and agents.
- (f) "Construction" means the assemblage of materials in any definite pattern for the purpose of erecting or modifying a resource, as well as any significant change of the existing ground level.
- (g) "Demolition" means the razing or destruction, whether entirely or in part, of a resource, and includes, but is not limited to, demolition by neglect.
- (h) "Demolition by neglect" means neglect in maintaining, repairing or securing a resource that results in deterioration of an exterior feature of the resource or the loss of structural integrity of the resource.
- (i) "Denial" means the written rejection of a permit application for work that is inappropriate and that adversely affects a resource.
- (j) "Historic" refers to a resource, which has significant historic, cultural or architectural value in the context of the development of the City, or that has significant historic or architectural value to the overall appearance of a Historic District. There is no minimum age implied by the use of the term "historic"; however, in most instances the term shall apply to a resource, which is approximately fifty years of age or more.
- (k) "Historic District" means an area, or group of areas not necessarily having contiguous boundaries, created or proposed by the City for the purposes of this chapter, which contains one resource or a group of resources that are related by history, architecture, archeology, engineering or culture. The City may establish more than one Historic District and a District may consist of a single historic resource unrelated to its surroundings in historic, architectural or cultural significance.

(l) "Historic District Commission" or "Commission" means the seven-member body created by the City pursuant to Act 169 of the Public Acts of 1970, as amended, and this chapter.

(m) "Historic preservation" means the identification, evaluation, establishment, and protection of resources significant in history, architecture, archeology, engineering or culture.

(n) "Historic resource" means a publicly or privately owned building, structure, site, object, feature or open space that has significant historic, cultural or architectural value.

(1) "Building" means a residential, commercial, industrial or institutional resource created to support or shelter any use or occupancy. This definition also includes accessory buildings such as garages or sheds.

(2) "Feature" means a prominent or distinctive aspect, quality or characteristic of a designated Historic District, including, but not limited to, landscaped boulevards, brick paving or other paved surfaces such as driveways and sidewalks, and distinctive trees or patterns of trees.

(3) "Object" means a resource, which cannot be defined as a building or structure but has functional, aesthetic, cultural, historic, architectural, archeological or scientific value that may be, by nature or design, moveable, yet related to a specific setting or environment such as, but not limited to, statues, monuments, fountains, lighting fixtures or sundials.

(4) "Open space" means undeveloped land, a naturally landscaped area, or a formal or man-made landscaped area, that provides a connective link or a buffer between other resources.

(5) "Site" means a resource that is related to important historic events or to a prehistoric or historic occupation or activity, or the location of an institution, an organization or an architectural property that is ruined or vanished, where the location itself maintains historic or archeological value regardless of any presently existing conditions.

(6) "Structure" means a resource made up of interdependent and interrelated parts in a definite pattern of organization, constructed or erected so as to require a permanent location on the ground or attached to something having a permanent location on the ground, including, but not limited to, signs, billboards, porches, decks, railings, fences, pergolas and other above-grade structures.

(o) "Notice to proceed" means the written permission to issue a permit for work that is inappropriate and that adversely affects a resource, pursuant to a finding under Section 1470.09(e).

(p) "Ordinary maintenance" means keeping a resource unimpaired and in good condition through ongoing minor intervention, undertaken from time to time, in its exterior condition. Ordinary maintenance does not change the external appearance of the resource except through the elimination of the usual and expected effects of weathering. Ordinary maintenance does not constitute "work" for purposes of this chapter.

(q) "Person" means an individual, firm, partnership, association, corporation, institution or agency of government.

(r) "Plans" means those documents, drawings, sketches and samples of materials that accompany an application for a permit as required by this chapter.

(s) "Reconstruction" means the process of reproducing by new construction the exact form and detail of a vanished historic resource, or part thereof, as it appeared at a specific time.

(t) "Rehabilitation" means the process of returning an historic resource to a state of utility through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property, which are significant to its historic, architectural or cultural value.

(u) "Repair" means to restore a decayed or damaged resource to a good or sound condition by any process. A repair that changes the external appearance of a resource constitutes "work" for purposes of this chapter.

(v) "Resource" means one or more publicly or privately owned historic or non-historic buildings, structures, sites, objects, features or open spaces located within a Historic District.

(w) "Restoration" means the process of accurately recovering the form and details of a resource as it appeared at a particular period of time by removing later work, replacing missing work and enhancing original work.

(x) "Significant historic, cultural or architectural value" means an historic resource that is associated with any of the following:

(1) A pivotal event or person in Michigan's, Battle Creek's or the United States' archaeological, historic or cultural past.

(2) An important phase of growth or decline of a neighborhood or the community.

(3) A contribution to or example of science, technology, politics, art or humanitarian causes.

(4) Representative of a recognized major style of architecture or engineering or a particular architect; the unusual use of materials, workmanship or function; or an outstanding example of vernacular architecture.

(y) "Study Committee" or "Historic District Study Committee" means an ad hoc body created by the City Commission pursuant to Act 169 of the Public Acts of 1970, as amended, and this chapter, for the purpose of recommending the creation of, amendment to, or elimination of, Historic Districts and the boundaries thereof.

(z) "Work" means construction, addition, alteration, repair, moving, excavation or demolition.

#### 1470.02 PURPOSE.

Historic preservation is declared to be a public purpose and this chapter is enacted to regulate the construction, addition, alteration, repair, moving, excavation and demolition of resources in Historic Districts within the City of Battle Creek. The purpose of this chapter is to:

(a) Safeguard the heritage of the City by preserving Historic Districts and historic resources within the City, which reflect significant historic, cultural, or architectural value.

(b) Stabilize and improve property values within any Historic District and surrounding areas.

(c) Foster civic beauty.

(d) Strengthen the local economy.

(e) Recommend the establishment, creation and promotion of a City historic registry and Historic Districts for the education, pleasure and welfare of the residents of the City and the State of Michigan.

(f) To encourage property owners and residents to participate in preservation activities.

#### 1470.03 HISTORIC DISTRICT COMMISSION.

(a) Establishment; Membership.

(1) Pursuant to Act 169 of the Public Acts of 1970, as amended, a Commission, to be known as the Battle Creek Historic District Commission, is hereby established.

(2) The Historic District Commission membership shall consist of seven (7) persons who reside in the City, the majority of whom shall have a clearly demonstrated interest in or knowledge of historic preservation.

A. One member, if available, shall be a graduate of an accredited school of architecture, shall have two years of architectural experience or shall be is an architect registered in the State.

B. If no architect is available meeting the qualifications of paragraph (a)(2)A. hereof, then one member, if available for appointment, shall be an architect, an archeologist, an historian, or an architect and historian, or a combination thereof, and shall meet the professional qualifications specified in 36 C.F.R. 61, as amended.

C. Two members shall be appointed from a list of residents submitted by one or more duly organized local historic preservation organizations.

D. To the extent available, members of the Commission shall include persons from the disciplines of architecture, history, archeology, planning or other historic preservation-related disciplines such as urban planning American studies, American civilization, cultural geography, cultural anthropology or landscape architecture.

E. Remaining members of the Commission shall be appointed from among persons who have backgrounds in law, business, real estate, government, banking, finance and community organization and who have a demonstrated interest, competence or knowledge in historic preservation.

(3) Members shall be appointed by the Mayor, with the approval of the City Commission. Appointments shall be for three-year terms, except that the initial appointments shall provide for three three-year terms, two two-year terms and two one-year terms.

(4) All terms shall terminate on January 1, except that a member shall continue in office until a successor is appointed and takes office. Members shall be eligible for reappointment.. When a vacancy on the Commission occurs, within sixty calendar days an interim appointment shall be made by the Mayor, with the approval of the City Commission, to complete the unexpired term.

(b) Election and Terms of Officers. The Historic District Commission shall elect from its membership a Chairperson and Vice-Chairperson whose terms of office shall be fixed by the Historic District Commission. The Chairperson shall preside over the Historic District Commission and shall have the right to vote. The Vice-Chairperson shall in case of the absence or disability of the Chairperson, perform the duties of the Chairperson. The Planning and Zoning

Division shall provide clerical and staff assistance sufficient to carry out the intent of this chapter.

(c) Meetings, Regulations and Records.

(1) The Historic District Commission shall hold regularly scheduled monthly meetings in an appropriately designated room at City Hall.

(2) All meetings shall be open to the public and conform to the Michigan Open Meetings Act, being Act 267 of the Public Acts of 1976, as amended. Any person shall be entitled to appear and be heard on any matter before the Commission before it reaches its decision. Public notice of the time, date and place of the meeting shall be given in the manner required by the Open Meetings Act. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the Commission.

(3) The Commission shall keep a record of its resolutions, proceedings and actions, including minutes of all decisions of the Commission, which shall include reasons for making those decisions. Records of the Commission shall be available to the public in compliance with the Michigan Freedom of Information Act, being Act 442 of the Public Acts of 1976, as amended. The Commission shall submit an annual report of its activities to the Planning Commission and the City Commission each January.

(4) The provisions of Contracts of Public Servants with Public Entities Act, being Act 317 of the Public Acts of 1968, as amended, shall govern the conduct of Commission members concerning any conflict of interest or possible conflict of interest regarding a public contract. The provisions of Standards of Conduct for Public Officers and Employees Act, being Act 196 of the Public Acts of 1973, as amended, shall govern the conduct of Commission members regarding the ethical standards to be observed in carrying out their public duties under this chapter.

(5) The Historic District Commission shall adopt by-laws providing for its organization and conduct of business. The concurring vote of four members of the Commission shall be necessary to issue a certificate of appropriateness. Other actions of the Commission shall require a simple majority of members present constituting a quorum.

(d) Duties and Powers.

(1) The Historic District Commission shall:

A. Administer in conformance with this chapter and the Local Historic Districts Act, being Act 169 of the Public Acts of 1970, as amended, the Historic Districts within the City.

B. Maintain a City Historic Register.

C. Adopt design review standards for resource treatment to carry out its duties.

D. Review all applications and plans for which a permit is required by City ordinance regarding the construction, alteration, repair, moving or demolition affecting the exterior appearance of a historic or nonhistoric resource within a Historic District.

E. Maintain an on-going survey and inventory system to document all historic resources of significant historic, cultural or architectural values.

F. Make recommendations to the City Commission regarding acquisitions of historic resources pursuant to Section 1470.19.



G. Contract, with City Commission approval, with persons, firms, corporations or organizations to enlist the aid of experts to carry out its duties pursuant to this chapter or State and Federal legislation.

H. Adopt rules of procedure subject to the approval of the City Commission.

(2) The Historic District Commission may:

A. Act as the agent to accept and administer State or Federal grants for historic restoration purposes, accept public or private gifts for historic preservation purposes, and participate in State and Federal programs that benefit historic preservation, as the duly appointed agent of the City Commission.

B. Maintain publicly owned historic resources using its own funds, if not specifically earmarked for other purposes, or those public funds committed for this use by the City Commission.

C. Assist private and public concerns in the registration and marking of historic resources and in the application of State and Federal grant-in-aid programs for the revitalization of those properties.

D. Encourage and cooperate with civil and fraternal groups and other organizations in promoting the City's history, traditions and customs through participation in public historic activities, patriotic celebrations and other special events.

E. Encourage and cooperate with local organizations in developing historic material to promote the historic heritage of the City.

F. Represent or serve as a liaison between the City Commission and other organizations interested in the history of Battle Creek.

G. Serve in a management, administrative, advisory or research capacity for the City Commission in historic matters, or for projects with significant historic, cultural or architectural value.

H. Prepare recommendations to the City Commission regarding the acceptance of gifts of resources having significant historic, cultural or architectural value and assist in receipt of such resources.

I. Encourage adaptive re-use of historic resources.

J. Disseminate information and offer technical assistance or referrals to the public and encourage and advise property owners in historic preservation or adaptive re-use of historic resources.

#### 1470.04 RECOMMENDATIONS FOR THE CREATION AND BOUNDARIES OF HISTORIC DISTRICTS.

(a) The City may at any time establish by ordinance additional Historic Districts, including proposed Districts previously considered and rejected, may modify boundaries of an existing Historic District, or may eliminate an existing Historic District. Before establishing, modifying or eliminating a Historic District, a Historic District Study Committee shall be appointed by the City Commission to consider only specified proposed or modified Districts or the proposed elimination of Districts, and shall then be dissolved.

(b) The Study Committee shall contain a majority of persons who have a clearly demonstrated interest in or knowledge of historic preservation and shall contain representation from one or more duly organized local historic preservation organizations. In conducting its activities, the Study Committee shall consider any previously written Committee reports pertinent to the proposed action.

(c) Recommendations of the Study Committee shall be made after it does all of the following:

(1) Conducts a photographic inventory of resources within each proposed Historic District following procedures established or approved by the Bureau of History of the Michigan Department of State (hereinafter: the "Bureau of History").

(2) Conducts basic research of each proposed Historic District and the historic resources located within that District.

(3) Determines the total number of historic and non-historic resources within a proposed Historic District and the percentage of historic resources of that total. In evaluating the significance of historic resources, the Committee shall be guided by the selection criteria for evaluation issued by the United States Secretary of the Interior for inclusion of resources in the National Register of Historic Places, as set forth in 36 C.F.R. Part 60, and criteria established or approved by the Bureau of History, if any.

(4) Prepares a preliminary Historic District report that addresses, at a minimum, each of the following:

A. The charge of the Committee;

B. The composition of the Committee membership;

C. The proposed Historic District or Districts studied;

D. The boundaries of each proposed Historic District in writing and on maps;

E. The history of each proposed Historic District;

F. The significance of each proposed District as a whole, as well as a sufficient number of its individual resources to fully represent the variety of resources found within the proposed District, relative to the evaluation criteria.

(5) Transmits copies of the preliminary report for review and recommendations to the Planning Commission, the Bureau of History, the Michigan Historical Commission and the State Historic Preservation Review Board.

(6) Make copies of the preliminary report available to the public pursuant to the Michigan Freedom of Information Act.

(d) Not less than sixty calendar days after the transmittal of the preliminary report, the Study Committee shall hold a public hearing in compliance with the Michigan Open Meetings Act, being Act 267 of the Public Acts of 1976, as amended, after giving public notice of the time, date and place of the hearing in the manner required by Act 267. Written notice shall be mailed by first class mail not less than fourteen calendar days before the hearing to the owners of properties within the proposed Historic District as listed on the tax rolls of the City.

(e) After the date of the public hearing, the Study Committee and the City Commission shall have not more than one year, unless otherwise authorized by the City Commission, to take the following actions:

(1) Upon receipt of substantial evidence showing significant historic, cultural or architectural value of a proposed Historic District, the City Commission may at its discretion, adopt a resolution requiring that all applications for permits within the proposed Historic District be referred to the Historic District Commission as prescribed in Sections 1470.08 and 1470.09. The Commission shall review permit applications with the same powers that would apply if the proposed Historic District were an established Historic District. The review may continue in the proposed Historic District for not more than one year, or until such time as the City Commission approves or rejects the establishment of the Historic District by ordinance, whichever occurs first.

(2) The Study Committee shall prepare and submit a final report with its recommendations, and the recommendations, if any, of the Planning Commission, to the City Commission. If the recommendation is to establish a Historic District or Districts, the final report shall include a draft of a proposed ordinance or ordinances.

(3) After receiving a final report that recommends the establishment of a Historic District or Districts, the City Commission, at its discretion, may introduce and pass or reject an ordinance or ordinances. If the City Commission passes an ordinance or ordinances establishing or amending the boundaries of one or more Historic Districts, the City Clerk shall file a copy of that ordinance or those ordinances, including a legal description of the property or properties located within the Historic District or Districts, with the Calhoun County Register of Deeds. The City Commission shall not pass an ordinance establishing a contiguous Historic District less than sixty days after a majority of the property owners within the proposed Historic District, as listed on the tax rolls of the City, have approved the establishment of the Historic District pursuant to a written petition.

(f) The City Commission may hold additional public hearings as it considers necessary prior to the introduction or adoption of an ordinance or ordinances establishing or amending the boundaries of a Historic District. The City Commission may adopt the proposed ordinance or ordinances, with or without amendments, or return the ordinance or ordinances to the Study Committee for further review and report.

(g) Any writing prepared, owned, used, in the possession of, or retained by, a Study Committee in the performance of an official function shall be made available to the public in compliance with Act 442 of the Public Acts of 1976, as amended.

#### 1470.05 ELIMINATION OF HISTORIC DISTRICTS.

When considering the elimination of a Historic District, the Study Committee shall follow the procedures set forth in Section 1470.04 for issuing a preliminary report, holding public hearings and issuing a final report, but with the intent of showing one or more of the following:

(a) The Historic District has lost those physical characteristics that qualified it for establishment as a Historic District.

(b) The Historic District was not significant in the way previously defined.

(c) The Historic District was established pursuant to defective procedures.

#### 1470.06 REVIEW OF APPLICATION FOR CITY HISTORIC REGISTER DESIGNATION.

(a) The owner of an historic resource seeking designation on the City Historic Register shall file an application with the Planning and Zoning Division. The application, with any supporting documentation, will be presented to the Historic District Commission within sixty days following its receipt by the Planning and Zoning Division.

(b) The Historic District Commission may on its own initiative, recommend the designation of an historic resource for the City Historic Register.

(c) The Historic District Commission shall meet within sixty days of its receipt of the application seeking designation on the City Historic Register to review the application and recommend or deny its addition to the local Historic Register.

(d) If an addition to the City Historic Register is recommended by the Commission, a report of such approval will be sent to the City Commission for that body's approval. Once approval has been given by the City Commission, a notice of such approval shall be sent in writing by the Historic District Commission to the owner of the resource.

(e) If an addition to the City Historic Register is denied by the Historic District Commission, notification in writing of such denial shall be sent to the resource owner by the Historic District Commission detailing the reasons for the denial. Nothing in this subsection shall be deemed to limit an owner's opportunity to re-apply for designation to the City Historic Register.

#### 1470.07 REMOVAL OF PROPERTIES FROM HISTORIC REGISTER.

(a) A historic resource may be removed from the City Historic Register as follows:

(1) If the owner wishes to have a historic resource removed from the City Historic Register, a request in writing must be submitted to the Planning and Zoning Division for presentation to the Historic District Commission at its next regularly scheduled meeting. Such a request shall detail the owner's reasons for the desired removal. The Historic District Commission, within sixty days following receipt of the request for removal, shall work with the resource owner to find solutions to problems, which may be influencing the desire to be removed. If at the end of the time prescribed in this section the Historic District Commission deems it to be in the best interests of the community to remove the resource from the City Historic Register, the owner and the City Commission shall be notified in writing of the removal.

(2) If the Historic District Commission deems it to be in the best interests of the community to remove a historic resource from the City Historic Register, it shall notify the owner of the resource of the Historic District Commission's intent, in writing, listing the reasons for removal. The written notice shall give the owner until the next regularly scheduled meeting of the Historic District Commission, but in no case less than thirty days, in which to respond. If no response is received, the historic resource shall be removed from the City Historic Register by the Historic District Commission after notification of the owner and the City Commission in writing. If the owner desires that the historic designation be retained, the owner will be given time, not to exceed sixty days, to make noticeable improvement in the resource and show a willingness to work with the Historic District Commission. If at the end of the sixty days satisfactory improvement has not been made, the historic resource will be removed from the City's Historic Register.

(b) The term "best interests of the community" includes, but is not limited to, the following:

(1) A desire to make major changes to the exterior of the resource, which would detract from its historic significance.

(2) The deterioration of a historic resource to the point where there is a loss of structural integrity.

#### 1470.08 APPLICATION FOR WORK AFFECTING A RESOURCE.

(a) A permit shall be obtained before any work affecting the exterior appearance of a resource is performed within a Historic District or, if required under subsection (c) hereof, before work affecting the interior arrangements of a resource is performed within a Historic District. The person proposing to do that work shall file an application for a permit with the Inspections Division of the City.

(b) The Inspections Division shall transmit the application and accompanying plans and other information to the Planning and Zoning Division for review. The Planning and Zoning Division staff shall review the plans for compliance with the preservation standards adopted by the Historic District Commission and the considerations set forth in Section 1470.17. Where plans are not in conformity with such preservation standards, the Planning and Zoning Division shall consult with the resource owner to insure that proper modifications are made. The Planning and Zoning Division shall immediately transmit the completed application with all supporting materials to the Historic District Commission.

(c) In order to expedite the timely issuance of permits, the Inspections Division, the Planning and Zoning Division and the Historic District Commission may review preliminary plans in advance of completion of final plans and specifications to determine the appropriateness of alterations, additions, repairs or new construction to resources within Historic Districts.

#### 1470.09 REVIEW OF APPLICATIONS.

(a) In reviewing plans, the Historic District Commission shall follow the U. S. Secretary of the Interior's standards for rehabilitation and guidelines for rehabilitating historic buildings, as set forth in 36 C.F.R. Part 67. Design review standards and guidelines that address special design characteristics of Historic Districts administered by the Commission may be followed if they are equivalent in guidance to the Secretary of the Interior's standards and guidelines and are established or approved by the Bureau of History.

(b) The Commission shall also consider all of the following:

(1) The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.

(2) The relationship of any architectural features of the resource to the rest of the resource and the surrounding area.

(3) The general compatibility of the design, arrangement, texture and materials proposed to be used.

(4) Other factors, such as aesthetic value that the Commission finds relevant.

(c) The Historic District Commission shall review and act upon only exterior features of a resource and shall not review and act upon interior arrangements unless specifically authorized to do so by the City Commission or unless interior work will cause visible change to the exterior of the resource.

(d) The Historic District Commission shall not disapprove an application due to considerations not prescribed in this section.

(e) Work within a Historic District shall be permitted through the issuance of a notice to proceed by the Commission if any of the following conditions prevail and if the proposed work can be demonstrated by a finding of the Historic District Commission to be necessary to substantially improve or correct any of the following conditions:

(1) The resource constitutes a hazard to the safety of the public or to the structures and occupants.

(2) The resource is a deterrent to a major improvement program that will be of substantial benefit to the community, and the applicant proposing the work has obtained all necessary planning and zoning approvals and financing and environmental clearances.

(3) Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God or other event beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the Historic District, have been attempted and exhausted by the owner.

(4) Retaining the resource is not in the interests of the majority of the community.

(f) The Historic District Commission shall meet within sixty calendar days after a complete application is filed with the Commission to review and consider the permit application. A permit shall not be issued and proposed work shall not proceed until the Commission has acted on the application by issuing a certificate of appropriateness or a notice to proceed, as prescribed in this chapter.

(g) If the Historic District Commission approves the application, it shall issue a certificate of appropriateness or notice to proceed, which is to be signed by the Chairperson of the Commission and filed with the Inspections Division.

(h) If the Historic District Commission disapproves the application, its decision is binding upon the Inspections Division and the Planning and Zoning Division. A denial and the reasons therefor shall be in writing and filed with the Inspections Division and furnished to the applicant. The denial shall also include notification of the applicant's rights of appeal to the State Historic Preservation Review Board and to the Circuit Court.

(i) If appropriate, a denial may contain a notice that an application may be re-submitted for Historic District Commission review when suggested changes have been made.

(j) Failure of the Historic District Commission to approve or disapprove an application for a certificate of appropriateness or written modification thereto, as provided for in this section, within sixty days from the date such application or modifications are filed with the Commission, unless an extension is agreed upon in writing by the applicant and the Commission, shall be deemed to constitute approval.

#### 1470.10 DELEGATION OF AUTHORITY.

The Historic District Commission may delegate the issuance of certificates of appropriateness for specified minor classes of work to the Inspections Division or Planning and Zoning Division.

The Commission shall provide to the delegated authority specific written standards for issuing certificates of appropriateness under this section. On at least a quarterly basis, the Commission shall review the certificates of appropriateness, if any, issued for work by the authorities delegated pursuant to this section to determine whether the delegated responsibility should be continued.

#### 1470.11 DEMOLITION BY NEGLECT.

Upon a finding by the Historic District Commission that a historic resource within a Historic District or proposed Historic District is threatened with demolition by neglect, the Commission may require the owner of the resource to repair all conditions contributing to demolition by neglect. If the owner does not make repairs within a reasonable time, the Commission or its agents may enter the property and make such repairs as are necessary to prevent demolition by neglect. The cost of the work shall be charged to the owner and may be levied by the City as a special assessment against the property. The Commission or its agents may enter the property for purposes of this section upon obtaining an order from the Circuit Court.

#### 1470.12 APPEALS.

(a) An applicant aggrieved by a decision of the Historic District Commission concerning a permit application may file an appeal to the State Historic Preservation Review Board of the Michigan Historical Commission within the Department of State. The appeal shall be filed within sixty days after the decision of the Commission is furnished to the applicant.

(b) Any citizen or duly organized historic preservation organization in the City, as well as resource property owners, jointly or severally aggrieved by a decision of the Historic District Commission, may appeal the decision to the Calhoun County Circuit Court, except that a permit applicant aggrieved by a decision rendered pursuant to Section 1470.09 may not appeal to the Circuit Court without first exhausting the right to appeal to the State Historic Preservation Review Board.

#### 1470.13 PERMIT FEES.

Fees charged for an application for a permit made pursuant to this chapter shall be approved by the City Commission from time to time. Nothing in this chapter shall be construed to prohibit the charging and collection of fees for permits and inspections pursuant to the Building and Housing Code of these Codified Ordinances.

#### 1470.14 ORDINARY MAINTENANCE AND EMERGENCY REPAIRS.

Nothing in this chapter shall be construed to prevent routine maintenance of any resource within a Historic District or to prevent emergency repairs made necessary by natural or man-made disaster.

#### 1470.15 PLANS FOR PRESERVATION OF RESOURCES.

If an application is made for work that will adversely affect the exterior of a resource the Historic District Commission considers valuable to the City, the State or the nation, and the Commission determines that the alteration or loss of that resource will adversely affect the public purpose of the City, the State or the nation, the Commission shall attempt to establish with the owner of the resource an economically feasible plan for preservation of the resource.

#### 1470.16 ACQUISITION OF RESOURCES.

If all efforts by the Historic District Commission to preserve a resource fail, or if it is determined by the City Commission that public ownership is most suitable, the City Commission, if it is considered to be in the public interest, may acquire the resource using public funds, public or private gifts, grants or proceeds from the issuance of revenue bonds. The acquisition shall be based upon the recommendation of the Historic District Commission. The Historic District Commission shall be responsible for maintaining publicly owned resources using its own funds, if not specifically designated for other purposes, or public funds permitted for that use by the City Commission. Upon recommendation of the Historic District Commission, the City may sell resources acquired under this section with protective easements included in the property transfer documents, if appropriate.

#### 1470.17 PRESERVATION OF HISTORIC FEATURES.

(a) Every reasonable effort shall be made to provide a compatible use for a resource, which requires minimal alteration of the building, structure or site and its environment, or to use the resource for its originally intended purpose.

(b) The distinguishing original qualities or character of a resource and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided when possible.

(c) All resources shall be recognized as products of their own time. Alterations that have no historic basis and which seek to create an earlier appearance shall be discouraged.

(d) Changes which may have taken place in the course of time are evidence of the history and development of a resource and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(e) Distinctive stylistic features or examples of skilled craftsmanship, which characterize a resource shall be treated with sensitivity.

(f) Deteriorated architectural features shall be repaired rather than replaced wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other resources.

(g) The surface cleaning of resources shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic materials shall not be undertaken.

(h) Every reasonable effort shall be made to protect and preserve archaeological resources affected by or adjacent to any project.

(i) Contemporary design for alterations and additions to existing resources shall not be discouraged when such alterations and additions do not destroy significant historic, architectural or cultural material and when such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.



(j) Whenever possible, new additions or alterations to resources shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the resource would be unimpaired.

#### 1470.18 POWERS OF COUNTY HEALTH DEPARTMENT.

This chapter shall not be construed as limiting the powers of the County Health Department in reference to sanitary or environmental health conditions in the City.

#### 1470.19 CREATION AND BOUNDARIES OF HISTORIC DISTRICTS.

Pursuant to Act 169 of the Public Acts of 1970, as amended, the following Historic Districts are hereby created and bounded as follows:

(a) The Historic District of the Central Business District. Beginning at the intersection of the centerline of Division Street North and the centerline of State Street East and running thence easterly along the centerline of State Street East to the centerline of Jay Street; thence southerly along the centerline of Jay Street to the center of Michigan Avenue East; thence westerly along the center of Michigan Avenue East to the center of Jackson Street East/Loop Road; thence southwesterly along the centerline of said Jackson Street East to the centerline of Main Street; thence northwesterly along the center of Main Street to a line perpendicular to the southwesterly line of Lot 1 of the Assessor's Plat of Southeast Battle Creek, said line extending from the western most corner of said Lot 1, thence southwesterly along said line to the point of intersection with a line which lies eleven feet east of and parallel with the west line of South Avenue (now vacated), as shown in said Assessor's Plat of Southeast Battle Creek; thence south along said line to the center of Jackson Street East; thence westerly along the center of Jackson Street, as situated and shown on the plat of original Battle Creek, and the extension thereof, to the centerline of the Battle Creek River; thence easterly and southeasterly along the center of the Battle Creek River to the centerline of Division Street North; thence southerly along the center of Division Street North to the centerline of State Street East and the place of beginning.

(b) The Old Advent Town Historic District. Beginning at the intersection of the centerlines of Barney Street and Jackson Street West and running thence westerly along the center of Jackson Street West to the centerline of Washington Avenue South; thence northerly along the centerline of Washington Avenue South to the centerline of Michigan Avenue West; thence westerly along the centerline of Michigan Avenue West to the southerly extension of a line which lies ten feet east of the westerly line of Lot 36, Range of Blocks 5, of the plat of original Battle Creek, and parallel with said lot line; thence northerly 133 feet along said line to a point distant southerly thirty-two feet from the north line of said Lot 36; thence westerly 176 feet, parallel with the north line of Lots 36, 35, 34 and 33 of said Range of Blocks 5, to a point thirty-four feet westerly of the easterly line of Lot 33; thence northerly 32 feet, parallel with the east line of Lot 33 to the north line thereof; thence westerly along the south line of Lot 16 of Range of Blocks 5, to the southwesterly corner thereof; thence northerly along the westerly line of Lot 16 and the extension thereof to the centerline of Van Buren Street West; thence westerly along the centerline of Van Buren Street West to the southerly extension of the easterly line of Lot 9 of Range of Blocks 6 of Plat of original Battle Creek; thence northerly 165 feet along the east line of said Lot 9 to the northeasterly corner thereof; thence westerly along the northerly lines of Lots 1 through 9 (conversely) of said Range of Blocks 6 and Lots 1 through 9 (conversely) of Range of Blocks 7 of said Plat and the westerly extension thereof to the centerline of Wood Street North; thence southerly 46 feet along the centerline of Wood Street North; thence westerly 99 feet, parallel with the south line of Lot 3 of Manchester's Addition and 86 feet northerly thereof to

a point 66 feet west of the easterly line of said Lot 3; thence northerly 47 feet, parallel with said easterly line of Lot 3; thence westerly 66 feet, parallel with the southerly line of said Lot 3; thence northerly 131 feet along the west line of Lot 3 to the northwest corner thereof; thence continuing 51.5 feet along the northerly extension of said west line of Lot 3; thence north, parallel with the west line of Lot 64 of Manchester's Addition to the north line thereof; thence west to the northwest corner of said lot 64; thence south to the southwest corner of Lot 64; thence westerly 204.6 feet to the southwesterly corner of Lot 66 of Manchester's Addition; thence north 102.96 feet to the northwest corner of said Lot 66; thence along the south line of Manchester Street to the centerline of Wood Street North; thence north along the centerline of Wood Street North to the westerly extension of the north line of Lot 116 of Grave's Addition to the City of Battle Creek; thence east along the north lines of Lots 108 through 116 (conversely) and Lots 99 through 107 (conversely) of Graves Addition along the north lines of Lots 13 through 23 inclusive of Graves Second Addition to the northeast corner of Lot 23; thence north 33 feet along the west line of Lot 26 of Graves Second Addition; thence east 49.5 feet parallel with the south line of Lot 26; thence north 132 feet parallel with the west lines of Lots 26 and 27 of Graves Second Addition to the centerline of Greenwood Avenue; thence east 0.50 feet along the centerline of Greenwood Avenue; thence north 165 feet, parallel with the west lines of Lots 93 and 94 of Graves Second Addition and 50 feet easterly there from, to the north line of Lot 94; thence west 18.54 feet to the southeast corner of Lot 1 of Graves Third Addition; thence north along the east lines of Lots 1, 40 and 41 of Graves Third Addition to the south line of Parkway Drive; thence easterly along the south line of Parkway Drive to the easterly line of Hanover Street; thence south along the east line of Hanover Street to the southwest corner of Lot 77 of Walter's Addition; thence east along the south lines of Lots 77, 76, 75 and 74 of Walter's Addition to the west line of Hazel Street; thence north along the west line of Hazel Street to the south line of Seedorff Street; thence east along the south line of Seedorff Street to the northeast corner of Lot 44 of Walter's Addition; thence south along the east lines of Lots 44 through 50, inclusive, of Walter's Addition and the extension thereof to the south line of Walter Avenue; thence east to the northeast corner of Lot 1 of Rice and Weston's Addition; thence south along the east lines of Lots 1 through 9 inclusive of Rice and Weston's Addition, and the southerly extension thereof to the centerline of Emmett Street West; thence east along the centerline of Emmett Street West to the centerline of Brook Street; thence southerly along the centerline of Brook Street to the centerline of Champion Street; thence easterly along the centerline of Champion Street to the northerly extension of a line which lies 17.5 feet easterly of and parallel with the west line of Lot 17 of McCamly's Addition; thence southerly along said line to the southerly line of Lot 17; thence easterly two feet along the south line of Lot 17; thence southerly along a line which lies 19.5 feet easterly of and parallel with the west line of Lot 17 of Range of Blocks 4 of the plat of original Battle Creek; and the southerly extension of said line to the centerline of Van Buren Street West; thence westerly along the centerline of Van Buren Street West to the centerline of Gould Street; thence southerly along the centerline of Gould Street to the centerline of Michigan Avenue West; thence easterly along the centerline of Michigan Avenue West to the centerline of Barney Street; thence southerly along the centerline of Barney Street to the centerline of Jackson Street West and the place of beginning.

(c) The Old Maple Street Historic District. Beginning at the intersection of the centerline of Capital Avenue Northeast and the centerline of Division Street North, and running thence northeasterly along the centerline of Capital Avenue Northeast to the northerly extension of the west line of Lot 12 of the Assessor's Plat of Hinman's Subdivision; thence southerly along the west line of Lot 12 to the southwest corner thereof; thence easterly along the southerly lines of Lots 12 and 14 of said plat to the centerline of Penn Street; thence northerly along the centerline of Penn Street to point of intersection with a line perpendicular to the west line of Lot 2 of Hart's Addition and 126.16 feet south of the northwest corner of said Lot 2; thence easterly along said

perpendicular line to the westerly line of said Lot 2; thence easterly 132.33 feet to a point on the westerly line of Lot 3 of said plat distant southerly 128.94 feet from the northwest corner of said Lot 3; thence southerly 65.1 feet to the southwest corner of Lot 3, thence easterly 265.32 feet along the south lines of Lots 3 and 4 to the northeast corner of Lot 15 of said Hart's Addition; thence southerly along the east line of Lot 15 to a point distant northerly 75 feet from the southeast corner thereof, thence easterly 175.56 feet parallel with the south line of Lot 14 of said Hart's Addition to the centerline of Elm Street; thence northerly along the centerline of Elm Street to point of intersection with a line perpendicular to the west line of Lot 6 of Hart's Addition; thence east along said line to a point on the west line of Lot 6 which lies sixty-six feet north of the southwest corner thereof; thence easterly, parallel with the south line of said Lot 6 to a point 66 feet west of the east line of Lot 6, thence southerly ten feet, parallel with the east line of said Lot 6; thence easterly 66.7 feet parallel with the south line of Lot 6 to the easterly line thereof; thence southerly fifty-five feet to the northwest corner of Lot 12 of Hart's Addition; thence southerly along the west line of Lot 12 to a point distant northerly 115.5 feet from the southwest corner thereof; thence easterly 53.13 feet, parallel with the south line of Lot 12; thence northerly 16.5 feet, parallel with the west line of Lot 12; thence easterly 157.56 feet to a point 132.44 feet north of the south line of Lot 11 of Hart's Addition; thence north 141.25 feet, parallel with the east line of said Lot 11 to the north line thereof; thence easterly 44.4 feet, more or less, to the northeast corner of said Lot 11; thence northerly 56.85 feet along the east line of Lot 8 of Hart's Addition; thence northeasterly 116.4 feet to a point on the east line of Lot 9 of Hart's Addition distant north 59.09 feet from the southeast corner of said Lot 9; thence east thirty-three feet at right angles to Poplar Street, to the centerline thereof; thence north along the centerline of Poplar Street to the point of intersection with the southwesterly extension of the centerline an alley; thence northeasterly along the centerline of said alley which adjoins the southeasterly lines of Lots 2, 3, 4 and 27 of Charles Merritt's Second Addition to Battle Creek, to the southerly extension of the easterly line of Lot 27; thence northerly along the easterly line of Lot 27 to the centerline of Capital Avenue Northeast; thence southwesterly along the centerline of Capital Avenue Northeast to the centerline of Orchard Place; thence north along the centerline of Orchard Place to the point of intersection with a line perpendicular to the east line of Lot 1 of Charles Merritt's Third Addition, at a point distant north 246 feet from the southeast corner of said Lot 1; thence west 152 feet to a point distant northerly 270 feet from the south line of said Lot 1; thence northwesterly twenty-seven feet to a point on the easterly extension of the southerly line of Lot 33 of Charles Merritt's Addition, distant easterly 41.14 feet from the southeast corner of said Lot 3; thence westerly along the south lines of Lots 33 through 38, inclusive of Charles Merritt's Addition to a point distant westerly 63.8 feet from the southeast corner of Lot 38; thence southerly 72 feet at right angles; thence westerly 12.75 feet at right angles; thence southerly 49.5 feet at right angles; thence westerly at right angles 149.23 feet to the centerline of Chestnut Street; thence north along the centerline of Chestnut Street to the centerline of Frelinghuysen Avenue, thence westerly along the centerline of Frelinghuysen Avenue to the northerly extension of the easterly line of Lot 205 of the Assessor's re-plat of Merritt's Supplement to Block 2; thence southerly along the easterly line of Lot 205 to the southeast corner thereof; thence westerly to the northwest corner of Lot 193 of said Assessor's re-plat; thence southerly along the west line of Lot 193 to the centerline of Capital Avenue northeast; thence northeasterly along the centerline of Capital Avenue northeast to the centerline of Division Street North and the place of beginning.

(d) The Merritt's Woods Historic District. Beginning at the northeast corner of Chestnut and Emmett Streets in the City, the same being thirty-three feet north of the east and west quarter line (as occupied) and 805 feet west of the north and south quarter line of Section 6, Town 2, South, Range 7 West; thence N. 0 15' E., along the east line of Chestnut Street 840.35 feet to point "B," distant 450.65 feet south of the north line of such Section (as now located and used);

thence from such east line of Chestnut Street as tangent, and starting in the opposite direction (S. 0 15' W.), on a curve to the left of twenty feet radius, southerly and easterly, 37.35 feet to point "C"; thence N. 73 15' E., on tangent to such curve, 115.4 feet to point "D"; thence from the last course as tangent, on a curve to the right, of seventy-five feet radius, 110.55 feet, to point "E"; thence S. 22 18' E., on tangent to such curve, 16.4 feet, to point "F"; thence S. 89 45' E., 164 feet, to point "G"; thence S. 47 56' E., thirty feet, to point "H"; thence N. 74 42' E., 225 feet, to point "I"; distant 162 feet west of the north and south quarter line of such Section; thence S. 0 7' E., parallel with such quarter line, 196.8 feet, to point "J"; thence from last course as tangent, on a curve to the left of eighteen feet radius, 28.27 feet to point "K"; thence N. 89 53' E., at right angles with such quarter line, 144 feet to such quarter line, at a point ("L") 621.1 feet north of Emmett Street and 654.8 feet south of such Section line; thence S. 0 7' E., along such quarter line, 621.1 feet to the north line of Emmett Street, at point "M"; thence N. 89 58' W., along such north line of Emmett Street, 805 feet to the place of beginning.

(e) The Village at Irving Park Historic District. Charles and R. B. Merritt's Addition, being all of Lots 46 through 53, parts of Lots 39 through 45, and portions of vacated Tompkins and Spruce Streets more particularly described as: Beginning at the northeast corner of Lot 48; thence north 87°52'00" west along the southerly line of Garfield Avenue 335.90 feet; thence south 02°43'37" east 77.43 feet; thence southeasterly along an arc to the right 225.06 feet whose radius is 400 feet and whose chord bears south 23°06'22" east 222.10 feet; thence southerly along an arc to the left 182 feet whose radius is 320 feet and whose chord bears south 53°58'10" east 179.55 feet; thence south 70°56'19" east 25.02 feet; thence south 88°15'00" east 90.61 feet; thence north 02°10'00" west along the western line of West Street 385.95 feet to the point of beginning; subject to easements of record.

#### 1470.20 ENFORCEMENT; REMEDIES.

(a) The Inspections Division is hereby authorized and directed to enforce all provisions of this chapter, subject to review by the Historic District Commission.

(b) If the City Commission determines that pending work will cause irreparable harm to resources located within an established Historic District or a proposed Historic District, the City Commission may by resolution, declare an emergency moratorium on all such work for a period not to exceed six months. The City Commission may extend the emergency moratorium for an additional period not to exceed six months upon finding that the threat of irreparable harm to resources is still present. Any pending permit application concerning a resource subject to an emergency moratorium may be summarily denied.

(c) Whenever any work on a resource subject to this chapter is being done contrary to the provisions of this chapter or this Building and Housing Code, officials of the Inspections Division may order the work stopped by notice served, in writing, to the owner of record. Such persons engaged in doing or causing such work shall immediately stop such work until authorized by the Inspections Division to proceed after review by the Historic District Commission.

(d) When work has been done upon a resource without a permit, and the Historic District Commission finds that the work does not qualify for a certificate of appropriateness, the Commission may require an owner to restore the resource to the condition the resource was in before the inappropriate work, or to modify the work so that it qualifies for a certificate of appropriateness. If the owner does not comply with the restoration or modification requirement within a reasonable time, the Commission may seek an order from the Circuit Court to require the owner to restore the resource to its former condition or to modify the work so that it qualifies for a certificate of appropriateness. If the owner does not or cannot comply with the order of the

Court, the Commission or its agents may enter the property and conduct work necessary to restore the resource to its former condition or modify the work so that it qualifies for a certificate of appropriateness in accordance with the Court's order. The cost of the work shall be charged to the owner and may be levied by the City as a special assessment against the property. In acting pursuant to an order of the Circuit Court, the Commission or its agents may enter the property for purposes of this section.

(e) The remedies provided for in this chapter shall be cumulative and not exhaustive and shall be in addition to any and all other remedies available at law or in equity to prevent or remedy any violation herein.

#### 1470.21 VIOLATIONS.

(a) No person shall cause or permit the erection, construction, enlargement, alteration, repair, movement, improvement, removal, conversion or demolition of any resource subject to this chapter:

- (1) Without applying for and obtaining the necessary permit as required by this chapter;
- (2) After a stop-work order has been issued pursuant to this chapter; and

(3) Without conforming to the application and its supporting materials as approved by the Historic District Commission through the issuance of a certificate of appropriateness or notice to proceed.

(b) Violations of this chapter shall result in the issuance of a Municipal civil infraction citation directing the person to appear in Court as provided in Chapter 87 of the Revised Judicature Act, M.C.L.A. 600.8701, et seq., regarding the occurrence or existence of a violation of this chapter.

#### 1470.99 PENALTIES.

(a) A person who violates any provision of this chapter is responsible for a Class D Municipal civil infraction and shall be subject to the civil fines provided in Section 202.98 of these Codified Ordinances.

(b) In addition to any penalty provided for in this section, a person who violates any provision of this chapter may be ordered by the Court to pay the cost to restore or replicate a resource unlawfully constructed, added to, altered, repaired, moved, excavated, or demolished.

# CITY OF BATTLE CREEK

## HISTORIC DISTRICT COMMISSION

10 North Division, Battle Creek, MI 49014

Minutes for Monday, February 12, 2024

**MEETING CALLED TO ORDER:** By Chairperson Simpson at 4:04 p.m.

This meeting was held in-person.

**ATTENDANCE:** A roll call was taken:

**Comm. Simpson,** Present

**Comm. Drozdowski,** Absent

**Comm. Davis,** Present

**Comm. Sallee,** Absent

**Comm. Thornton,** Present

**Comm. Steinbrunner,** Present

**Staff Present:** Darcy Schmitt, Planning Supervisor, Travis Sullivan, Planning Administrator, CJ Sivak-Schwennesen, City Planner, Melody Carlsen, Administrative Assistant, Marcel Stoetzel, Deputy City Attorney.

**ADDITIONS OR DELETIONS TO AGENDA:** None.

**APPROVAL OF MINUTES:** Approval of December 11, 2023 meeting minutes.

**MOTION MADE BY COMM. STEINBRUNNER TO APPROVE THE MINUTES FOR DECEMBER 12, 2023 AS SUBMITTED. SECONDED BY COMM. THORNTON.**

A vote was taken and all those in favor to say “aye”: **ALL IN FAVOR, MOTION APPROVED.**

**CORRESPONDENCE:** None.

**OLD BUSINESS:** None.

**NEW BUSINESS:**

**A. H01-24 (55 Merwood Dr)**

Petition for a Certificate of Appropriateness, filed by Brett Mahaffey on behalf of Victoria Vink and Michael Vincent of 55 Merwood Dr., for the replacement of 22 windows on the home with matching double-hung windows. Parcel #5390-00-027-0.

**Staff Presentation:** CJ Sivak-Schwennesen gave the staff report for H01-24. With the recommendation for staff approval of the replacement of 22 matching windows.

**Applicant Presentation:** Brett Mahaffey of Renewal by Anderson was present to speak and answer questions by commissioners.

**Commissioner Questions:**

**Commissioner Simpson** asked if the new windows were going to be double hung and the reason for going with two picture windows.

**Commissioner Steinbrunner** asked the applicant for clarification of which windows were going to be pictured glass and if the windows were going to have the same grid pattern as the old windows.

**MOTION MADE BY COMMISSIONER THORNTON TO APPROVE THE CERTIFICATE OF APPROPRIATENESS H01-24, SECONDED BY COMMISSIONER STEINBRUNNER.**

**A roll vote was taken: ALL IN FAVOR, MOTION APPROVED.**

**B. Chapter 1470 (Historic Preservation Ordinance) Amendments**

**Staff Presentation:** Travis Sullivan gave the staff report for the proposed amendment changes to Chapter 1470 Historic Preservation Ordinance. Staff recommends that HDC recommend to the City Commission approval of the proposed amendment changes as stated.

**Commissioner Comments:**

**Commissioner Simpson** inquired to what triggered these changes.

**Commissioner Thornton** discussed terms and the requirement of having an architect serving on the board.

**Commissioner Steinbrunner** asked for clarification on if we are discussing specifically to term limits.

**Commissioner Thornton** asked the Attorney if the changes are correct legally.

**Marcel Stoetzel** responded to Commissioner Thornton's question.

**MOTION MADE BY COMMISSIONER STEINBRUNNER TO RECOMMEND THE AMENDMENT CHANGES OUTLINED IN THE STAFF REPORT TO CHAPTER 1470 HISTORIC PRESERVATION ORDINANCE TO THE CITY COUNCIL FOR APPROVAL, SECONDED BY COMMISSIONER DAVIS.**

**A roll vote was taken: ALL IN FAVOR, NONE OPPOSED. MOTION APPROVED.**

**C. Historic District Commission Bylaws Amendments**

**Staff Presentation:** Travis Sullivan gave the staff report for the Historic District Commission proposed Bylaws amendment changes. Staff recommends that HDC consider a two-step approach to adopt the stated changes; discussion of the proposed amendments to the adopted bylaws with action being taken at a future meeting.

**Commissioner Comments:**

**Commissioner Steinbrunner** inquired about changes to the current agenda.

**MOTION MADE BY COMMISSIONER THORNTON TO INTRODUCE THE HISTORIC DISTRICT COMMISSION BYLAWS AMENDMENT CHANGES WITH ACTION TAKEN AT A FUTURE MEETING, SECONDED BY COMMISSIONER DAVIS.**

**A roll vote was taken: ALL IN FAVOR, NONE OPPOSED. MOTION APPROVED.**

**D. Economic and Technical Feasibility, Undue Financial Hardship, Economic Hardship and Economically Feasible Plans**

**Staff Report:** Travis Sullivan gave the staff report and explanation for the proposed changes. Staff recommends that the HDC entertain a discussion regarding the proposed feasibility and hardship policy. Discussion only, no action required.

**Commission Comments:**

**Commissioner Simpson** commented on the current practice and expressed the need for support for hardship cases.

**Commissioner Steinbrunner** asked if the city has any scholarships to offer to people.

**Darcy Schmitt** responded to questions and gave some information to how other areas are handling this type of issue.

**NO ACTION REQUIRED. INFORMATIONAL REPORT FOR THE BODY TO VIEW AND ADDRESS AT A LATER DATE.**

**E. Historic District Commission Minor Class or Work Amendment**

**Staff Report:** Travis Sullivan gave the staff report outlining the proposed amendment changes for Minor Class of Work.

**Commissioner Comments:**

**Commissioner Simpson** had questions and asked for clarification on processes. Early communication would be best in these cases. What department in the City is at the front end of these applicants? Any projects of this type waiting for approval right now and is there any reason why we should not consider the State Historic Preservation's offices actions and opinions good enough for us? Also, recommends increased communication in the beginning of the application process.

**Commissioner Davis** stressed concerns about how residents or Community Development does not know when a house is in a Historic District. There should something in place to make sure residents are aware they live in a Historic District. Not comfortable giving up the Board's responsibly and oversight. Would like to see this type of work come before the HDC, does not want to give up their approval.

**RECESS TAKEN DUE TO AN OUTSIDE EMERGENCY**

**Continued discussion between commission members and staff.**

**MOTION MADE BY COMMISSIONER STEINBRUNNER TO APPROVE THE MINOR CLASS OF WORK OF WORK AMENDMENT CHANGE WITH THE ATTACHMENT TO INCLUDE A MORE COMPREHENSIVE CONSIDERATION TO THE PROJECT IN THE BEGINNING STAGES. SECONDED BY COMMISSIONER THORNTON.**

**AMENDED MOTION MADE BY COMMISSIONER STEINBRUNNER TO INCLUDE THE CHANGES ON ITEM NUMBER 30, PAGE 101; REMOVE THE WORD "AND APPROVED". SECONDED BY COMMISSIONER THORNTON.**

**A roll vote was taken: THREE APPROVED, ONE OPPOSED, MOTION APPROVED.**



**F. 4<sup>th</sup> Quarter Administrative Report**

**Staff Report:** Travis Sullivan gave an overview of projects that were approved by administration during the 4<sup>th</sup> quarter.

**NO ACTION REQUIRED. INFORMATIONAL REPORT FOR THE BODY.**

**G. Election of Officers**

**MOTION MADE BY COMMISSIONER THORNTON TO APPROVE ROSS SIMPSON AS CHAIRPERSON, SECONDED BY COMMISSIONER DAVIS.**

**MOTION WAS MADE BY COMMISSIONER SIMPSON TO APPROVE KURT THORNTON AS CHAIRPERSON. COMMISSIONER THORNTON DECLINED THE MOTION.**

**A roll vote was taken: ALL IN FAVOR, NONE APPOSED.**

**MOTION MADE BY COMMISSIONER SIMPSON TO APPROVE KURT THORNTON AS VICE CHAIRPERSON, SECONDED BY COMMISSIONER STEINBRUNNER.**

**A roll vote was taken: ALL IN FAVOR, NONE APPOSED.**

**COMMENTS FROM THE PUBLIC:** None.

**COMMENTS FROM COMMISSION MEMBERS AND STAFF:**

**Staff Comments:**

**Travis Sullivan** thanked the Commission for their review of the items presented today.

**Commissioners:**

**Commissioner Steinbrunner** mentioned the ceiling in an adjacent room to reveal the stained glass and asked how to move forward with this project.

**Commissioner Davis** would like to see work on publication/notification to educate Historic District homeowners.

**Commissioner Thornton** thanked staff for their work in putting the presented reports together.

**Commissioner Simpson** apologized for the delay he caused during the meeting and thanked the Board for trusting him as the Chairperson. Would like to see an architect on the Board as soon as possible.

**ADJOURNMENT:** Commissioner Simpson adjourned the meeting at 5:53 p.m.

*Submitted by: Melody Carlsen, Planning and Zoning Administrative Assistant*



General Detail

NO.

Minutes for the April 2, 2024 City Commission Regular Meeting

**BATTLE CREEK, MICHIGAN - 4/16/2024**

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

Minutes for the April 2, 2024 City Commission Regular Meeting

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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**ATTACHMENTS:**

File Name	Description
☐ Minutes_for_the_April_2__2024_City_Commission_Regular_Meeting.pdf	Minutes for the April 2, 2024 City Commission Regular Meeting



## **Agenda: Battle Creek City Commission**

Meeting Date: April 2, 2024- 7:00 PM

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

Title: Battle Creek City Hall - City Commission Chambers - 3rd Floor

VIDEO

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### **ATTENDANCE**

#### **COMMISSIONERS**

Mayor Mark Behnke

Commissioner Jim Lance

Commissioner Patrick O'Donnell

Commissioner Christopher Simmons

Vice Mayor Sherry Sofia

Commissioner Roger Ballard

Commissioner Jenasia Morris

Commissioner Carla Reynolds

Commissioner Jake Smith

#### **CITY STAFF**

Rebecca Fleury, City Manager

Victoria Houser, City Clerk

Shannon Bagely, Police Chief

Duska Brumm, Recreation Director

Stacy Tullis, Service Desk Tech.

Jill Steele, City Attorney

Ted Dearing, Assistant City Manager

Jonathan Baber, Deputy City Attorney

Darcy Schmitt, Planning Manager

Steve Skalski, Director of Public Works

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Comm. O'Donnell.

### **ROLL CALL**

### **PROCLAMATIONS AWARDS**

Proclamation for National Public Safety Telecommunicators Week 2024

Mayor Behnke presented the proclamation for "National Public Safety Telecommunicators Week" in the Greater Battle Creek area for the week of April 14 through April 20, 2024 in honor of the men and women whose diligence and professionalism as Public Safety Communicators keep our City,

staff and neighbors safe.

#### Proclamation for the Battle Creek Optimist Club's Excellence in Arts Week 2024

Mayor Behnke presented the proclamation for "Excellence in Arts Week" in the City of Battle Creek for the week of April 21 through April 26, 2024, thanking the Battle Creek Optimist Club, Kendall College of Art and Design of Ferris State University, the Art Center of Battle Creek and Kellogg Community College for providing an occasion for art students to share their talents, encouraging students in the area of art, and offering educators an opportunity to showcase the importance of art in the classroom.

#### **CHAIR NOTES ADDED OR DELETED RESOLUTIONS**

There were no added or deleted resolutions.

#### **PETITIONS COMMUNICATIONS REPORTS**

There were no petitions, communications or reports.

#### **INTRODUCTION OF ORDINANCES**

04-2024      A Proposed Ordinance #04-2024 seeking to amend the Historic Preservation Code of the City of Battle Creek.

Motion to Approve

Moved By: JIM LANCE

Supported By: ROGER BALLARD

Autumn Smith expressed her opinion residents did not have a willingness to serve on city boards or committees.

David Moore feels the public should be more informed.

John Kenefick agreed with Ms. Smith, commenting on board members' actions regarding properties in the city.

Steve Koch commented on fraud, waste and abuse, and the oath the commissioner have taken.

Ayes: LANCE, MORRIS, O'DONNELL, BEHNKE, REYNOLDS, SIMMONS, SMITH, SOFIA

Nays: BALLARD

MOTION PASSED

#### **ADOPTION OF ORDINANCES**

397              A Resolution seeking to adopt Ordinance #02-2024, an Ordinance to amend the Zoning Code of the City of Battle Creek.

Motion to Approve

Moved By: JIM LANCE

Supported By: ROGER BALLARD

Ayes: BALLARD, LANCE, MORRIS, O'DONNELL, BEHNKE, REYNOLDS, SIMMONS, SMITH, SOFIA

MOTION PASSED

- 398        A Resolution seeking to adopt Ordinance, #03-2024, an Ordinance to rezone various properties located in two clusters along Michigan Avenue W, Jackson St W, Kendall St S, Van Buren St W, and Angell St currently zoned R-3, Multiple Family Residential District and T-3, Neighborhood Commercial District to T-4 Downtown Commercial District and T-3 Neighborhood Commercial District.

Motion to Approve

Moved By: JIM LANCE

Supported By: ROGER BALLARD

Comm. Morris shared that NPC 2, along with the Washington Heights Neighborhood Advisory Committee, supported this resolution as they feel this will bring good opportunities to the community.

Ayes: BALLARD, LANCE, MORRIS, O'DONNELL, BEHNKE, REYNOLDS, SIMMONS, SMITH, SOFIA

MOTION PASSED

**PUBLIC COMMENTS REGARDING CONSENT AGENDA AND RESOLUTIONS NOT ON CONSENT AGENDA**

There were no public comments.

(Limited to three minutes per individual)

**COMMISSION COMMENT REGARDING MEETING BUSINESS**

There were no commission comments.

**CONSENT AGENDA**

Motion to Approve

Moved By: JIM LANCE

Supported By: ROGER BALLARD

Ayes: BALLARD, LANCE, MORRIS, O'DONNELL, BEHNKE, REYNOLDS, SIMMONS, SMITH, SOFIA

MOTION PASSED

Minutes for the March 19, 2024 City Commission Regular Meeting

Minutes for the March 19, 2024 City Commission Closed Session

City Manager's Report for April 2, 2024

**CONSENT RESOLUTIONS**

- 399        A Resolution seeking authorization for the sale of two vacant, tax-reverted properties. Parcel Number 1530-00-003-0 and 1750-04-011-0.

Motion to Approve  
Moved By: JIM LANCE  
Supported By: ROGER BALLARD

Ayes: BALLARD, LANCE, MORRIS, O'DONNELL, BEHNKE, REYNOLDS, SIMMONS, SMITH, SOFIA

MOTION PASSED

- 400        A Resolution seeking acceptance of the proposal of best value for janitorial services for the Department of Public Works Building from Blu Perspective, LLC in a not-to exceed, first-year amount of \$23,842.80.

Motion to Approve  
Moved By: JIM LANCE  
Supported By: ROGER BALLARD

Ayes: BALLARD, LANCE, MORRIS, O'DONNELL, BEHNKE, REYNOLDS, SIMMONS, SMITH, SOFIA

MOTION PASSED

- 401        A Resolution seeking acceptance of the proposal of best value from Shouldice Industrial Manufacturers and Contractors, Inc., for two contracted journeyman electricians to fill staffing gaps at the Wastewater Treatment Plant and Verona Pumping Station for six months, at a base rate of \$99.41 per hour.

Motion to Approve  
Moved By: JIM LANCE  
Supported By: ROGER BALLARD

Ayes: BALLARD, LANCE, MORRIS, O'DONNELL, BEHNKE, REYNOLDS, SIMMONS, SMITH, SOFIA

MOTION PASSED

**RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA**

- 402           A Resolution seeking authorization for the City Manager to enter into an agreement with the Municipal Employees Retirement System (MERS) to administer a grant of service credit for employees who meet certain criteria and were previously employed in a position covered by a City non-MERS Police and Fire retirement plan.

Motion to Approve

Moved By: JIM LANCE

Supported By: ROGER BALLARD

Comm. Ballard requested clarification if the pension would be based on combined years of service.

Jill Steele, City Attorney, stated an employee's prior years of service would be considered for vesting purposes, not for the benefit credit, or pension earnings.

Ayes: LANCE, MORRIS, O'DONNELL, BEHNKE, REYNOLDS, SIMMONS, SMITH, SOFIA

Nays: BALLARD

MOTION PASSED

- 403           A Resolution seeking authorization for the City Manager to enter into a Concessions Agreement with Cereal City Concessions, LLC. and to amend the CO Brown Stadium lease agreement.

Motion to Approve

Moved By: JIM LANCE

Supported By: ROGER BALLARD

Comm. Smith asked if 7.5% of gross sales was a standard in the concessions industry.

Jonathan Baber, Deputy City Attorney, noted the City received 10% under the previous contract, but did not have any consideration for all events. Attorney Baber stated the amended contract included concessions on all sales, stating anticipated concession revenue will be similar, or more.

Ayes: BALLARD, LANCE, MORRIS, O'DONNELL, BEHNKE, REYNOLDS, SIMMONS, SMITH, SOFIA

MOTION PASSED

- 404           A Resolution requesting approval of a new polling location for newly consolidated precinct 22 at Westlake Presbyterian Church, 415 S. 28th Street.

Motion to Approve

Moved By: JIM LANCE

Supported By: ROGER BALLARD

Ayes: BALLARD, LANCE, MORRIS, O'DONNELL, BEHNKE, REYNOLDS, SIMMONS, SMITH, SOFIA

MOTION PASSED

405            A Resolution seeking approval to follow the recommendation of the City Attorney Evaluation-Salary Review Committee regarding the search for a new City Attorney.

Motion to Approve  
Moved By: JIM LANCE  
Supported By: ROGER BALLARD

Vice Mayor Sofia, noting the City Charter requires a city attorney on staff, stated the Committee recommended a two-pronged approach for the search for a new city attorney as they wanted to fill the position in a timely manner, allowing time for a new hire to work with Attorney Steele before she retires.

Responding to Comm. Simmons, Rebecca Fleury, City Manager, stated the City Attorney position would be posted to several sites and organizations by the Human Resource Department, with an online application, also noting internal candidates were allowed to apply for the position. As to a search firm, Ms. Fleury stated an RFP would be issued simultaneously as they may be needed if the City did not receive sufficient interest in the position. Ms. Fleury noted a search firm may have relationships with other interested candidates, also noting a search firm would walk the commission through the process, first vetting the candidates and conducting phone interviews, to narrow down the number of qualified candidates. Ms. Fleury also noted the entire process would be open to the public, complying with the Open Meetings Act.

Comm. Simmons expressed hope the internal process would provide sufficient interest.

Responding to Comm. Smith, Attorney Steele confirmed this resolution was simply to approve the job description and the process, stating candidate interviews would be conducted at an open meeting.

Comm. O'Donnell expressed support of the search process, stating the commission will work together to find the best candidate.

Ayes: BALLARD, LANCE, MORRIS, O'DONNELL, BEHNKE, REYNOLDS, SIMMONS, SMITH, SOFIA

MOTION PASSED

#### **GENERAL PUBLIC COMMENT**

Jim Haadsma, State Representative, provided an update on the legislature and opportunities to bring economic development back to the city.

David Moore said he would like more information and would like more people to be involved.

Joe Harris expressed concern there was only one bid for the restroom building at Anyone's Playground, asking if the City has a minimum bid requirement.

Steve Koch suggested those being represented by the city attorney compensate the attorney, not the taxpayers.

Autumn Smith commented about the city attorney, also commenting on a document that showed the mayor and city manager expressed support of the battery plant in Marshall.

John Kenefick expressed disagreement with the 3-minute time limit for public comments at the Commission meeting.



(Limited to three minutes per individual)

### **COMMISSION COMMENTS**

Comm. O'Donnell thanked retiring Fire Marshal Quincy Jones for his years of service.

### **ADJOURNMENT**

Mayor Behnke adjourned the meeting at 7:51 pm.

It is the desire of the City Commission to encourage public expression in the course of its meetings. Such expression can be integral to the decision-making process of the City Commission. It is the intention of the City Commission to respect the rights of persons addressing the Commission. Public comment periods are a time for citizens to make comments; they are not intended as a forum for debate or to engage in question-answer dialogues with the Commission or staff. Commissioners are encouraged not to directly respond to speakers during public comment periods. At the conclusion of the speakers remarks, the Mayor or individual Commissioners may refer a question to City staff, if appropriate. Also, individual Commissioners may choose to respond to speakers during the Commission Comment period. It is with these aims in mind, so as to promote decorum and civility and an orderly process for conducting its public meetings, that the following rules concerning public comments, consistent with applicable law, are adopted by the City Commission.

(1) Persons attending a regular or special Commission Meeting shall be permitted to address the City Commission in conformity with this rule. The opportunity to address the Commission shall be limited to the following:

(a) Persons desiring to address the City Commission are encouraged, but shall not be required, to fill out and turn in to either the City Clerk, Mayor, or presiding Commissioner, prior to the meeting, a comment card disclosing the following information: The person's name, address, and telephone number; the specific issue, topic or resolution the individual wishes to address.

(b) During public hearings when scheduled, speakers may present facts and opinions on the specific matter being heard by the Commission. A three-minute time limit is imposed per speaker. In the discretion of the Mayor or presiding officer, the time limit for individual speakers may be lengthened or shortened when appropriate.

(c) During the consideration of specific ordinances when scheduled, speakers may present facts and opinions on the specific ordinance being considered by the City Commission. Speakers addressing the City Commission during this time shall limit their comments to the specific issue being considered. A three-minute time limit, which may be lengthened or shortened by the Mayor or presiding officer when appropriate, is imposed per speaker, per matter considered.

(d) During the public comment period on the consent agenda and resolutions not on the consent agenda, each speaker may address the Commission once, regarding anything on the consent agenda and resolutions not on the consent agenda, for a total not to exceed three minutes regardless of how many consent agenda items or regular resolutions the speaker is addressing, which time period may be lengthened or shortened by the Mayor or presiding officer when appropriate.

(e) During the General Public Comment portion of the meeting, speakers may address the City Commission on any matter within the control and jurisdiction of the City of Battle Creek. A speaker shall be permitted to address the City Commission once, for up to three minutes, during this portion of the meeting.

(f) Applicants or Appellants, as defined below, or an attorney retained to represent them, are not bound by the specific time limitations set out above but may have the amount of time deemed reasonably necessary by the Mayor or presiding official to present their case to the City Commission without violating the rules set out below in sub-section 4(a) through (g), with which they are obligated to comply.

(i) Applicant is defined an individual or business entity seeking a City Commission final decision on a matter for which the individual has made application to the City based upon a specific provision in a City Ordinance or state statute for permission to take a specific action;

(ii) Appellant is an individual appealing a decision of a City official or an inferior body based upon a specific provision in City ordinances entitling the individual to appeal the decision to the City Commission.

(2) An individual wishing to address the City Commission shall wait to be recognized by the Mayor or presiding Commissioner before speaking. An individual who has not filled out a card requesting to address the City Commission shall raise his or her hand and wait to be recognized by the Mayor or presiding Commissioner before speaking and shall identify themselves by name and address and, if appropriate, group affiliation for the record.

(3) Speakers shall address all remarks to the Mayor, or the presiding Commissioner or official, and not to individual Commissioners or staff members. Speakers shall not address their remarks to members of the public in attendance at the meeting.

(4) A speaker will be ruled out-of-order by the Mayor or presiding Commissioner and the Commission will continue with its business, and the speaker may be required to leave the meeting after having been ruled out-of-order for a breach of the peace committed at the meeting as permitted by the OMA, when the speaker violates above sub-section 3 or the following:

(a) Becomes repetitive or speaks longer than the allotted time;

(b) Attempts to yield any unused portion of time to other speakers;

(c) Engages in a personal attack upon a city employee, administrator or Commissioner only if the personal attack is totally unrelated to the manner in which the employee, administrator or Commissioner carries out their public duties or office;

(d) Uses obscene or profane language;

(e) Engages in slanderous or defamatory speech;

(f) Uses derogatory racial, sexual or ethnic slurs or epithets relating to any individual or category of persons; or

(g) Engages in conduct that interrupts or disrupts the meeting.

(5) Individuals attending City Commission meetings or workshops, excluding City staff, shall not pass the commission chambers bar upon which the podium is affixed (and which divides the audience section from the well of the chambers) without having been invited to do so by the Mayor or official presiding over the meeting, or after requesting and explicitly being granted permission to do so. Any individual violating this sub-section will be ruled out-of-order by the Mayor or presiding official and the individual may be required to leave the meeting for a breach of the peace committed at the meeting as permitted by the OMA.



General Detail

NO.

City Manager's Report for April 16, 2024

**BATTLE CREEK, MICHIGAN - 4/16/2024**

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Rebecca Forbes, Executive Assistant

**Department:** City Manager

**SUMMARY**

City Manager's Report for April 16, 2024

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> City_Manager_Report_04162024.pdf	City Manager's Report for April 16, 2024

# MEMO

**Date:** 04/16/2024

**To:** Mayor and City Commission

**From:** Rebecca L. Fleury, City Manager

**RE:** City Manager's April 16, 2024, Agenda Report

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**A Public Hearing for the purpose of hearing public comments on the housing and community development needs of low and moderate income citizens for the City's 2024-2025 Annual Action Plan.**

Title I of the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990, require the City of Battle Creek to obtain citizens' input on housing and community development needs for Battle Creek.

This Public Hearing seeks citizen participation before the approval of the 2024 Annual Action Plan, which directs the spending of Federal Community Development Block Grant and HOME Investment Partnership funding that the City receives as an entitlement community.

**A Public Hearing for the purpose of hearing public comments on a Substantial Amendment to the 2018, 2022 and 2023 Annual Action Plans for Community Development Block Grant (CDBG) funding.**

Due to the age of housing in Battle Creek and the need of low- and moderate-income homeowners for Minor Home Repair, the City of Battle Creek proposes moving \$155,718.58 in CDBG funds from the 2018 Rental Rehabilitation Program to the Minor Home Repair Program. The City also proposes re-allocating \$401,719.16 in 2022 CDBG funds that are not currently committed to a specific activity to the Minor Home Repair program due to the demand in the community for the program.

This Public Hearing is to obtain citizen participation in a proposed change in use of funding for the CDBG program.

**05-2024**

**A Proposed Ordinance, #05-2024, seeking to amend Sections 1, 3, 5, 6 and 99 and repeal Sections 4 and 98, of Chapter 1610 of City Ordinances, International Fire Code, to reflect amendments to the International Fire Code and to comply with State Law and regulations.**

The City of Battle Creek adopted the International Fire Code ("IFC") in May 2000. The IFC is amended every three years, and this may require the City to amend Chapter 1610 to reflect the current version of the IFC as is the case in this proposed ordinance amendment.

The City can also amend portions of the IFC through Chapter 1610 as needed to fit the unique needs of the City. Many of the Chapter 1610 proposed amendments are necessary to reflect changes found in the 2024 IFC, as well as those required by State law.

This Proposed Ordinance seeks to amend Sections 1, 3, 5, 6 and 99 and repeal Sections 4 and 98, of Chapter 1610 of City Ordinances, International Fire Code, to reflect amendments to the International Fire Code and to comply with State Law and regulations. **Introduction is Recommended.**

**A Proposed Ordinance, #06-2024, to amend Chapter 286 "Police/Community Relations Advisory Committee," by repurposing it as the "Community Oversight Board," with the primary function to provide input, in an advisory capacity, to the City Manager in reconsidering the Police Chief's determination following a Community Relations Complaint investigation filed pursuant to the Police Department Policy.**

On December 5, 2023, a City Commission workshop took place to continue a discussion on creating a citizens review board and seeking community input. The City's DEI Officer has undertaken many community conversations, surveys, and meetings with community stakeholders since that workshop that have helped inform the structure of this proposed Board.

This Proposed Ordinance would amend Chapter 286 "Police/Community Relations Advisory Committee," by repurposing it as the "Community Oversight Board," with the primary function to provide input, in an advisory capacity, to the City Manager in reconsidering the Police Chief's determination following a Community Relations Complaint investigation filed pursuant to the Police Department Policy. **Introduction is Recommended.**

**A Resolution seeking to adopt Ordinance #04-2024, an Ordinance to amend the Historic Preservation Code of the City of Battle Creek.**

Staff has recognized that periodically, the City encounters difficulties with appointing a full roster of members for its various boards and commissions. With particular regard to the Historic District Commission (HDC), a specific set of knowledge and expertise is required of a majority of the members sitting on the Commission, further increasing the difficulty in filling vacancies.

Chapter 1470 provides for a limit of two consecutive three-year terms for members of the HDC. The proposed amendment to Chapter 1470 would eliminate term limits from the ordinance, allowing for the continued reappointment of commissioners following the completion of two terms of service.

This Resolution seeks to adopt Ordinance #04-2024, an Ordinance to amend the Historic Preservation Code of the City of Battle Creek. **Approval is Recommended.**

**A Resolution seeking approval to direct staff to fly the Blue Star Mothers flag at City Hall from May 1, 2024 through May 31, 2024.**

On May 2, 2023, the City Commission approved Resolution No. 134, establishing a revised policy regarding flag display. This policy declares that the City's flagpoles are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State, and City Flags, as well as the temporary addition the under the City Flag of any commemorative flag as may be authorized as by resolution of the City Commission as an expression of the City's official sentiments.

If approved, this Resolution, in accordance with the revised flag policy, hereby authorizes staff to fly the Blue Star Mothers flag at City Hall from May 1, 2024 through May 31, 2024.

**A Resolution seeking authorization for the City Manager to execute an agreement with the Michigan Department of Transportation (MDOT) permitting it temporary access to a portion of City-owned property, Parcel No. 13-52-2620-40-001-0, during MDOT's M-66 crosswalk reconstruction.**

At its own expense, MDOT will be reconstructing the crosswalk within MDOT's right-of-way on M-66 between Michigan Avenue and Van Buren Street to improve crosswalk safety. MDOT intends to begin work in July 2025. MDOT is requesting to encroach upon City-owned property in order to perform the work. MDOT will encroach upon this property no more than 55 feet from the property line that borders M-66.

This Resolution seeks authorization for the City Manager to execute an agreement with the Michigan Department of Transportation (MDOT) permitting it temporary access to a portion of City-owned property, during MDOT's M-66 crosswalk reconstruction. **Approval is Recommended.**

**A Resolution seeking authorization for the City Manager to enter into Contract No. 22-5498 with the Michigan Department of Transportation. (MDOT) for a Special Trunkline Traffic Study to evaluate safety and mobility along Beckley Road and B Drive North.**

MDOT and City of Battle Creek Engineering Division staff identified the need for a trunkline traffic study along Beckley Road and B Drive North from Capital Avenue to 6½ Mile Road.

The scope of the project is traffic safety and mobility evaluation work along Beckley Road and B Drive North from Capital Avenue to 6½ Mile Road, including access management, traffic signal modernization, geometric improvements, and ingress and egress on Glenn Cross Road, located within the corporate limits of the City and County.

Any recommended improvements will consist primarily of access management, traffic signal modernization, geometric improvements and ingress and egress on Glenn Cross Road.

This Resolution seeks authorization for the City Manager to enter into Contract No. 22-5498 with the Michigan Department of Transportation. (MDOT) for a Special Trunkline Traffic Study to evaluate safety and mobility along Beckley Road and B Drive North. **Approval is Recommended.**

**A Resolution seeking authorization for the City Manager to enter into an Interlocal Agreement for cost sharing with Calhoun County for a Special Trunkline Traffic Study to evaluate safety and mobility along Beckley Road and B Drive North.**

As stated in the previous Resolution, MDOT and City of Battle Creek Engineering Division staff identified the need for a trunkline traffic study along Beckley Road and B Drive North from Capital Avenue to 6½ Mile Road. The scope of the project is traffic safety and mobility evaluation work along Beckley Road and B Drive North from Capital Avenue to 6½ Mile Road.

The total estimated cost of the project is \$93,680. MDOT will contribute \$10,305 toward the project. The City has estimated the cost of City's share of the Improvements to be \$53,375 and the County has estimated the cost of County's share of the Improvements to be \$30,000.

This Resolution seeks authorization for the City Manager to enter into an Interlocal Agreement for cost sharing with Calhoun County for a Special Trunkline Traffic Study to evaluate safety and mobility along Beckley Road and B Drive North at an estimated cost of \$93,680 with Calhoun County and MDOT sharing in the cost. **Approval is Recommended.**

**A Resolution seeking authorization for the City Manager to enter into an Environmental Assessment and Remediation License with Marathon Petroleum Company LP for access to City right-of-way adjacent to 1528 West Michigan Avenue, Parcel No. 3800-00-058-0, for remediation activities.**

Since 2000, the City of Battle Creek has granted Marathon Petroleum Company LP (Marathon), parent company of Speedway, Right-of-Way access for remediation activities.

As remediation remains ongoing, Marathon seeks to enter into an additional Environmental Assessment and Remediation License to permit Marathon continued access to the Lacey Street right-of-way for a period of fifteen years for remediation purposes, to include the two monitoring wells necessary to assess soil, surface water, vapor, and groundwater contamination.

The term of the License is for one fifteen-year term, unless Marathon earlier determines that it has completed its Activities under the License. If necessary, Marathon would have the option under the agreement to extend the License for up to two consecutive five-year terms.

This Resolution seeks authorization for the City Manager to enter into an Environmental Assessment and Remediation License with Marathon Petroleum Company LP for access to City right-of-way adjacent to 1528 West Michigan Avenue, for remediation activities. **Approval is Recommended.**

**A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Capital Preventative Maintenance Program project from Pavement Maintenance Systems, LLC in an estimated amount of \$304,748.40, with unit prices prevailing.**

A solicitation was issued March 6, 2024, for the 2024 Capital Preventative Maintenance Program project. This project consists of a single chip seal application and finishing application of fog seal, with pavement markings to follow. This project is located in the Lamora Park neighborhood.

This Resolution seeks acceptance of the lowest responsive, responsible bid for 2024 Capital Preventative Maintenance Program project from Pavement Maintenance Systems, LLC in an estimated amount of \$304,748.40, with unit prices prevailing. **Approval is Recommended.**

**422**

**A Resolution seeking authorization to issue a purchase order for night vision binoculars for the City of Battle Creek Police Department to Venture Tactical, LLC, in an estimated amount of \$153,555.00, with unit prices prevailing.**

The Police Department is seeking approval to purchase twenty-four Photonis Vyper night vision binoculars. These binoculars will be used by the Emergency Response Team (ERT) to replace their current loaned equipment. The existing optics equipment is outdated technology and can no longer be reliably used.

This Resolution seeks authorization to issue a purchase order for night vision binoculars for the City of Battle Creek Police Department to Venture Tactical, LLC, in an estimated amount of \$153,555.00, with unit prices prevailing. **Approval is Recommended.**

**423**

**A Resolution seeking acceptance of the proposal of best value for security guard services from Lagarda Security in an initial one-year and two-month estimated amount of \$239,373.12, with unit prices prevailing.**

An RFP with detailed submittal instructions and scope of work was issued on March 11, 2024, for the purpose of contracting for unarmed licensed security guard services for Battle Creek City Hall and three parking ramps for a term of up to five years.

The parking ramps locations are:

- Hamblin Ave ramp
- W. Michigan Ave ramp
- Riverwalk ramp
- Guards may be required upon request to include walkthroughs at the city's Intermodal transfer station (ITC) located at 119 S. McCamly Street.

These ramps will have two guards staffed between 10 hours daily, 8:00pm – 6:00am, 7 days per week, excluding the following major holidays.

Battle Creek City Hall will be staffed on regular business days, from 7:45 am – 5:15pm.

The two month initial add-on to the first contract year allows for an immediate start date, and yet still bring the contract in line with the fiscal year.

This Resolution seeks acceptance of the proposal of best value for security guard services from Lagarda Security in an initial one-year and two-month estimated amount of \$239,373.12, with unit prices prevailing. **Approval is Recommended.**

**424**

**A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Rehabilitation Program project from Rieth-Riley Construction Co. Inc., in an estimated amount of \$747,315.94 with unit prices prevailing.**

A solicitation was issued March 14, 2024, for the 2024 Rehabilitation Program. This project consists of cold milling hot mixed asphalt on various local roads in the SW quadrant of the city, and also a small project at the Battle Creek Executive Airport.

This Resolution seeks acceptance of the lowest responsive, responsible bid for 2024 Rehabilitation Program project from Rieth-Riley Construction Co. Inc., in an estimated amount of \$747,315.94 with unit prices prevailing. **Approval is Recommended.**



**425**

**A Resolution seeking acceptance of the proposal of best value from Mead and Hunt, Inc., to provide consultant services for the FAA Tower rehabilitation project at the City of Battle Creek Executive Airport at Kellogg Field, in an estimated amount of \$140,466.00, with unit prices prevailing.**

The City of Battle Creek Executive Airport at Kellogg Field needs to hire for consultant services to rehabilitate the Air Traffic Control Tower. These services include providing plans and specifications suitable for bidding and providing construction administration. This is a qualifications-based selection process.

This Resolution seeks acceptance of the proposal of best value from Mead and Hunt, Inc., to provide consultant services for the FAA Tower rehabilitation project at the City of Battle Creek Executive Airport at Kellogg Field, in an estimated amount of \$140,466.00, with unit prices prevailing. **Approval is Recommended.**

**426**

**A Resolution seeking authorization for the City Manager to execute a grant agreement with Battle Creek Area Habitat for Humanity for the development and resale of two single family homes in Battle Creek to low-income and moderate-income households.**

The City of Battle Creek's Acquisition, Development, and Resale Program uses HOME Investment Partnership funds from the U.S. Department of Housing and Urban Development to provide gap funds for development of affordable housing within the City by a certified Community Housing Development Organization (CHDO).

Upon completion of the new construction, these properties will be made available for purchase to low- to moderate-income homebuyers.

The development and resale of 8 N. Cedar Ave. and 25 N. Woodlawn Ave. proposed by Battle Creek Area Habitat for Humanity, Inc. meets this criteria.

This Resolution seeks authorization for the City Manager to execute a grant agreement with Battle Creek Area Habitat for Humanity for the development and resale of two single family homes in Battle Creek to low and moderate-income households, for a not-to-exceed amount of \$143,000. **Approval is Recommended.**

**427**

**A Resolution seeking approval of the Substantial Amendment to the City's 2018, 2022 and 2023 Annual Action Plans for the Community Development Block Grant (CDBG) program reallocating \$557,437.74 to the Minor Home Repair Program.**

Due to the age of housing in Battle Creek and the need for low and moderate income homeowners for Minor Home Repair, the City of Battle Creek proposes moving \$155,718.58 in CDBG funds from 2018 from the Rental Rehabilitation Program to the Minor Home Repair Program. The City also proposes re-allocating \$401,719.16 in 2022 CDBG funds that are not currently committed to a specific activity to the Minor Home Repair program due to the demand in the community for the program.

This Resolution seeks approval for a Substantial Amendment to the City's 2018, 2022 and 2023 Annual Action Plans for the Community Development Block Grant (CDBG) program reallocating \$557,437.74 to the Minor Home Repair Program. **Approval is Recommended.**

**428**

**A Resolution seeking affirmation of the partial denial of Freedom of Information Act (FOIA) request No. 24-471 by Mr. Glenn Kowalske (Appellant).**

This Resolution seeks affirmation of the partial denial of Freedom of Information Act (FOIA) request No. 24-471 by Mr. Glenn Kowalske (Appellant).

**429**

**A Resolution seeking reversal of the partial denial of Freedom of Information Act (FOIA) request No. 24-471 by Mr. Glenn Kowalske (Appellant).**

This Resolution seeks reversal of the partial denial of Freedom of Information Act (FOIA) request No. 24-471 by Mr. Glenn Kowalske (Appellant).



General Detail

NO.

Review Committee Meeting Minutes for April 10, 2024

**BATTLE CREEK, MICHIGAN - 4/16/2024**

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

Review Committee Meeting Minutes for April 10, 2024

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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**ATTACHMENTS:**

File Name	Description
❑ 04.10.2024_-_Review_Committee_Minutes.pdf	Review Committee Meeting Minutes for April 10, 2024
❑ Boards-Committees_Application_Report_-_3.14.2024_-_4.10.2024.pdf	Boards-Committees Application Report - 3.14.2024 - 4.10.2024

# CITY OF BATTLE CREEK REVIEW COMMITTEE AGENDA

**Wednesday, April 10, 2024 at 3:00 PM**

Join Zoom Meeting

[Click here to join meeting](#)

Meeting ID: 269 441 1255

Passcode: 269269

One call in: 1-312-626-6799

## **MINUTES**

The Review Committee Meeting started at 3:03pm.

### Attendees

- \*Mayor Mark Behnke
- \*Vice Mayor Sherry Sofia (joined at 3:06pm due to technical issues)
- \*Rebecca Fleury, City Manager
- \*Darcy Schmitt, Planning Supervisor (filling in for Marcie Gillette, Community Services Director)
- \*James Moreno, Chair
- \*Kurt Tribbett, Engineering Administrator
- \*John Hart, Development Director
- \*Patti Worden, Executive Assistant

### **I. HISTORIC DISTRICT COMMISSION**

- a. 2 applications, 1 vacancy
  - i. Tamera Hill – New Appointment – Term to expire 4/16/2027
  - ii. Randy Case – New Appointment – Term to expire 4/16/2027
- b. Discussion: Behnke, Sofia, Fleury, Liaison (Marcie Gillette), No Chair

**Board** – (Appointing Authority) Mayor and City Commission. (Purpose) Public Act 169 of 1970 of the State of Michigan provided for the establishment of a Historic District Study Commission; and, further, Ordinance No. 22-81, adopted October 6, 1981, allowed for the establishment of a Historic District Commission to implement said Ordinance.

**The Committee approved the appointment of Randy Case as the applicant to move forward to the City Commission.**

Fleury:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Comment: Next Commission Meeting for approval</b>
Behnke:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Comment:
Sofia:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Comment:

## II. ZONING BOARD OF APPEALS

### a. 1 reappointment, 1 vacancy

#### i. Jack McCulley – Reappointment from alternate to fill vacancy

Term to expire 1/1/2026

### b. Discussion: Behnke, Sofia, Fleury, Liaison (Marcie Gillette), Chair (James Moreno)

**Zoning Board of Appeals** – (Appointing Authority) Mayor and City Commission. (Purpose) Interpretation of the zoning ordinance; hear requests and grant variances to the zoning ordinance for specific warranted circumstances; hear appeals from citizens affected by a decision relative to the zoning ordinance.

Fleury: ☒ Yes ☐ No **Comment: Next Commission Meeting for approval**

Behnke: ☒ Yes ☐ No Comment:

Sofia: ☒ Yes ☐ No Comment:

## III. GOGUAC LAKE BOARD

### a. 1 application, 1 reappointment

#### i. John Avery – Reappointment – Term to expire 7/27/2028

### b. Discussion: Behnke, Sofia, Fleury, Liaison (Kurt Tribbett), No Chair Person

**Board/Commission** – (Appointing Authority) Mayor (appoints City Commission representative by Resolution), Calhoun County Commission, Michigan Department of Environment, Great Lakes, and Energy (EGLE), and Goguac Lake Board. (Purpose) To protect the public health, safety, and welfare, and conserve the natural resources and preserve property values around Goguac Lake.

Fleury: ☒ Yes ☐ No **Comment: Next Commission Meeting for approval**

Behnke: ☒ Yes ☐ No Comment:

Sofia: ☒ Yes ☐ No Comment:

## IV. DOWNTOWN PARKING SYSTEM ADVISORY COMMITTEE

### a. 1 application, 1 reappointment

#### i. Thomas Burke – Reappointment – Term to expire 4/13/2026

### b. Discussion: Behnke, Sofia, Fleury, Liaison & Chair Person (John Hart)

**Downtown Parking System Advisory Committee** – (Appointing Authority) Mayor and City Commission. (Purpose) To advise city staff and the city's parking administrator on issues related to the municipally-owned and operated parking system.

Fleury: ☒ Yes ☐ No **Comment: Next Commission Meeting for approval**

Behnke: ☒ Yes ☐ No Comment:

Sofia: ☒ Yes ☐ No Comment:

**Boards/Committees Applications**  
**(Received March 14, 2024 – April 10, 2024)**

**Trey Sebring**

He is not 18 and only qualifies for the Youth Advisory Board

**Tamera Hill**

Battle Creek Area International Relations Committee

Historic District Commission

Youth Advisory Board

**Randy Case**

Historic District Commission

**John Avery**

Goguac Lake Board

**Thomas Burke**

Downtown Parking System Advisory Committee

**Skyler Huber**

Human Relations Board

Development Area Citizens Council

License Review Board

**Todd Artis**

Board of Appeals (Housing)

Development Area Citizens Council



Resolution

NO. 407

A Resolution appointing Randy Case as a new member to the Historic District Commission.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That Randy Case is appointed as a new member to the Historic District Commission, with a term to expire on April 16, 2027.

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

A Resolution appointing Randy Case as a new member to the Historic District Commission.

**BUDGETARY CONSIDERATIONS**

None.

**HISTORY, BACKGROUND and DISCUSSION**

This Commission is charged under State Law and local ordinance with reviewing plans for the exterior modification or demolition of buildings within the Federal, State, or Local Historic Districts. It is composed of seven (7) members who shall reside in the City, and one of whom shall be a duly registered architect. The appointing authority is the Mayor with concurrence of the City Commission.

**DISCUSSION OF THE ISSUE**

**POSITIONS**

The Review Committee is supportive of this appointment.

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ATTACHMENTS:

File Name	Description
 Case__Randy_-_2024.pdf	Randy Case Application



# Board and Commission Application

## City of Battle Creek

10 N. Division S.  
Battle Creek, MI 49014  
269-966-3311

**Please check the top three boards or commissions on which you are interested in serving.**

*(This application will remain active for one year from the date of receipt and will be posted on the City website.)*

- |  |  |
|--|--|
| <input type="checkbox"/> Airport Advisory Board                                  | <input checked="" type="checkbox"/> Historic District Commission |
| <input type="checkbox"/> Battle Creek Area International Relations Committee     | <input type="checkbox"/> Human Relations Board                   |
| <input type="checkbox"/> Battle Creek Downtown Development Authority             | <input type="checkbox"/> Income Tax Board of Review              |
| <input type="checkbox"/> Battle Creek Housing Commission                         | <input type="checkbox"/> Lakeview Downtown Development Authority |
| <input type="checkbox"/> Battle Creek TIFA/Brownfield Development Authority      | <input type="checkbox"/> License Review Board                    |
| <input type="checkbox"/> Battle Creek Transit Local Advisory Council             | <input type="checkbox"/> Local Development Financing Authority   |
| <input type="checkbox"/> Battle Creek Transit Local Coordinating Committee       | <input type="checkbox"/> Local Officers' Compensation Commission |
| <input type="checkbox"/> Board of Appeals (Housing)                              | <input type="checkbox"/> Planning Commission                     |
| <input type="checkbox"/> Board of Review (Assessing)                             | <input type="checkbox"/> Police/Fire Retirement System Board     |
| <input type="checkbox"/> Civil Service Commission                                | <input type="checkbox"/> Sustainable BC Committee                |
| <input type="checkbox"/> Construction Board of Appeals                           | <input type="checkbox"/> Technical Review Committee              |
| <input type="checkbox"/> Dangerous Buildings Hearing Officer                     | <input type="checkbox"/> Tree Advisory Council                   |
| <input type="checkbox"/> Development Area Citizens Council                       | <input type="checkbox"/> Water System Advisory Council           |
| <input type="checkbox"/> Dickman Road Business Improvement District              | <input type="checkbox"/> Youth Advisory Board                    |
| <input type="checkbox"/> Battle Creek Downtown Parking System Advisory Committee | <input type="checkbox"/> Zoning Board of Appeals                 |
| <input type="checkbox"/> Economic Development Corporation                        |  |
| <input type="checkbox"/> Goguac Lake Board                                       |  |

Please tell us how you found out about our boards and commissions and/or vacancies Ross Simpson & Cody Newman asked

Name Randy Case

Last First M.I.

Home Address 95 Lynwood Drive Email rcase@aplusd.biz

Telephone Home Work Cell 269-209-3553

Are you at least 18 years of age? Yes ☒ No ☐

Current occupation (students, list school activities) Architect

Employer/work address (students, list school) Architecture+design Inc.

Educational background/degrees (students, list year in school) Master of Architecture

List any appointive positions/boards/commissions or committees on which you have served and year(s) of service

Historic District Commission 13 years

List any organizations to which you belong (professional, technical, community, nonprofit; students, list school organizations)

American Institute of Architects, Rotary club, AMBUCS, Michigan Historic Preservation Network

Briefly indicate your interest, experience, and/or qualifications for the board for which you are applying. Please be specific (use back of form if necessary). I am interested in protecting Battle Creek's heritage and the integrity of our historic districts. I have been practicing preservation

architecture since 1981 and fully understand the Secretary of Interiors standards for rehabilitation which govern work in historic districts

I understand that any or all information on this form may be verified. I consent to the release of this information for publicity purposes.

Signature Randy Case Date 3/20/24

**Return application to:** City Manager's Office, 10 N. Division St.,  
Room 206, Battle Creek, MI 49014



## **City of Battle Creek Boards, Commissions and Committees – Descriptions**

**\*Please check experience for up to three boards and commissions on which you are interested in serving.\***

**Airport Advisory Board** – Appointing authority: Mayor and Commission.

The committee makes policy recommendations regarding airport matters in order to support the continued development of the airport and economic growth of the community, and acts as an advocate for the current and potential future economic value of the airport. Meets quarterly.

Contact: Battle Creek Executive Airport at Kellogg Field, 269-966-3470

Experience: ☐ Airport operations ☐ Economic development ☐ Live in city limits

**Battle Creek Area International Relations Committee** – Appointing authority: Mayor, with Commission approval.

To foster cultural promotion of the city and provide a positive environment toward foreign industrialists and their families. Meets as needed.

Contact: City Manager's Office, 269-966-3311

Experience: ☐ Live in city limits

**Battle Creek Downtown Development Authority** – Appointing authority: City Manager, with Commission approval.

The Downtown Development Authority, Public Act 57 of 2018, is designed to be a catalyst in the development of the city's downtown district. The DDA provides for a variety of funding options including a tax increment financing mechanism, which can be used to fund public improvements in the downtown district. Meets quarterly.

Contact: City Manager's Office, 269-966-3311

Experience: ☐ Property owner ☐ Business representative ☐ Live in city limits

**Battle Creek Housing Commission** – Appointing authority: Mayor and Commission.

Manages all public housing facilities and rental voucher (Section 8) programs in the city. Public housing facilities include scattered site rental housing, home purchase programs and senior residential developments. Meets monthly.

Contact: Community Services Director, 269-966-3387

Experience: ☐ Public housing ☐ Live in city limits

**Battle Creek TIFA/Brownfield Redevelopment Authority** – Appointing authority: City Manager, with Commission approval.

To halt a decline of property values, increase property tax valuation, eliminate causes of decline in value, and promote growth in the Fort Custer Industrial Park. Meets quarterly.

Contact: City Manager's Office, 269-966-3311

Experience: ☐ Property owner ☐ Business owner ☐ Live in city limits

**Battle Creek Transit Local Advisory Council** – Appointing authority: Mayor and Commission.

Public Act 51 of 1951, as amended, required there to be a Local Advisory Council whose legal function is to review and comment on the applicant Vehicle Accessibility Plan and annual updates to that plan. Meets annually, with special meetings scheduled if necessary.

Contact: Battle Creek Transit, 269-966-3374

Experience: ☐ Public transportation ☐ Live in city limits

**Battle Creek Transit Local Coordinating Committee** – Appointing authority: Mayor and Commission.

Public Act 51 of 1951, as amended, required there to be a local coordination of transportation services to the elderly and disabled. Because of this requirement, the Michigan Department of Transportation directed that each transit agency have a "local coordinating committee" whose legal function is to determine annually how the Specialized Services funds will be allocated among the various sub-recipients. Meets Quarterly.

Contact: Battle Creek Transit, 269-966-3474

Experience: ☐ Public transportation ☐ Live in city limits

**Board of Appeals (Housing)** – Appointing authority: Mayor, with Commission approval.

Board members hear and decide on appeals concerning the application or interpretation of the provisions and standards of the Building Code, the International Property Maintenance Code and Chapter 842 of these Codified Ordinances, and to hear appeals of decisions of the Dangerous Buildings Hearing Officer. Meets monthly.

Contact: Code Compliance Manager, 269-966-3387

Experience: ☐ Building construction/engineering ☐ Zoning ☐ Real estate/development/law ☐ Live in city limits

**Board of Review (Assessing)** – Appointing authority: Mayor and Commission.

Members serve for five years and must be city electors and property owners. Members may correct/amend assessment rolls and increase or decrease taxable property assessment or valuation. Meets for a minimum of five days in March; one day in July; and one day in December.

Contact: City Assessor, 269-966-3311

Experience: ☐ Banking/finance ☐ Property appraisal/assessing ☐ Real estate/development/law ☐ Live in city limits

**City Commission** – Appointing authority: Elected by City of Battle Creek voters.

City Commissioners serve two-year terms. City voters elect the mayor as a separate office to serve a two-year term. After an election, the vice mayor is selected by their fellow commissioners to serve a two-year term. The commission is comprised of five ward commissioners, representing geographic wards within the city, and four at-large commissioners.

**All interested City Commission candidates must collect signatures, and submit nominating petitions. See more information about commissioner candidate requirements at [battlecreekmi.gov/elections](http://battlecreekmi.gov/elections).** In the case of a position vacancy, the commission will follow a special process, about which information will be released separately.

Contact: City Clerk, 269-966-3348

**Civil Service Commission** – Appointing authority: Mayor and Commission appoint one member, Fire Department appoints one member, and those two members appoint a third member.

Establishes rules applicable to all regular and full-time Fire Department personnel, excluding civilian employees.

Members must reside in the city limits for one year, reside within the county for three years, and hold no other government office. There may be no more than two members of the same political party. Meets monthly.

Contact: City Clerk, 269-966-3348

Experience: ☐ Live in city limits

**Construction Board of Appeals** – Appointing authority: Mayor and Commission.

To hear appeals on building permit denials, and from any other decision pursuant or related to the Act or the State Construction Code. There are five members and one alternate. Members serve two-year terms. A member of the board shall be qualified by experience or training to perform the duties of the board. The board meets as needed.

Contact: Chief Building Official, 269-966-3311

Experience: ☐ Construction or related experience

**Dangerous Buildings Hearing Officer** – Appointing authority: Mayor, with Commission approval.

Identifies those structures within the city confines that are considered to be a public nuisance; serves written notice of a hearing to the owner or party of interest at the address shown on the tax records; and shows cause why the structure(s) should not be ordered demolished, otherwise made safe, or properly maintained. Must have expertise in housing matters, including, but not limited to: an engineer, architect, building contractor, building inspector, or member of a community housing organization. Meets monthly.

Contact: Code Compliance Manager, 269-966-3311

Experience: ☐ Building construction/engineering ☐ Real estate/development/law ☐ Housing

**Development Area Citizens Council** – Appointing authority: City Commission

An advisory body to a development authority and, ultimately, the City Commission, related to updates to the authority's development plan.

Contact: City Manager's Office, 269-966-3311

Experience: ☐ Lives within authority boundaries

**Dickman Road Business Improvement District** – Appointing authority: City Manager, with Commission approval; City of Springfield

Undertakes functions, objectives, and powers enumerated in Section 1 of Public Act 49 of the Public Acts of 1999, including the promotion of economic activity in the BID along Dickman Road and providing or contracting for the administration, security, and operation of the District, to include physical improvements and joint marketing. Meets quarterly.

Contact: City Manager's Office, 269-966-3311

Experience: ☐ Non-automotive business representative ☐ Automotive business representative

**Downtown Parking System Advisory Committee** – Appointing authority: Mayor appoints commissioners; City Manager appoints owners and members at large with Commission approval.

Advises city staff and the city's parking administrator on issues related to the municipally-owned and operated parking system. Meets as needed.

Contact: Public Works Director, 269-966-3490

Experience: ☐ Downtown business/property owner ☐ Live in city limits

**Economic Development Corporation** – Appointing authority: Mayor, with Commission approval.

Alleviates unemployment conditions, assists in industry retention and promotes the general welfare of Battle Creek. Meets as needed.

Contact: City Manager's Office, 269-966-3311

Experience: ☐ Economic development ☐ Live in city limits

**Goguac Lake Board** – Appointing authority: Two representatives and a Goguac Lake property owner by the Mayor and City Commission; a county commissioner by the Calhoun County Board of Commissioners chairperson; the county drain commissioner; a representative of the Michigan Department of Environment, Great Lakes, and Energy.

Pursuant to Public Act 451 of 1994, as amended by Public Act 59 of 1995, formed to protect the public health, safety and welfare, and conserve the natural resources and preserve property values around Goguac Lake. Meets quarterly.

Contact: Utility Administrator, 269-966-3343

Experience: ☐ Own property on Goguac Lake

**Historic District Commission** – Appointing authority: Mayor, with Commission approval.

Charged under state law and local ordinance with reviewing plans for exterior modifications or demolition of buildings within the federal, state or local historic districts. Meets monthly.

Contact: Planning Division, 269-966-3320

Experience: ☐ Construction/building trades ☒ History ☒ Architecture ☒ Live in city limits

**Human Relations Board** – Appointing authority: Mayor, with Commission approval.

To increase constructive communication among all people regardless of actual or perceived race, ethnicity, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or socioeconomic status. To also increase constructive communication between community members, public officials, and community organizations, thereby promoting harmonious and productive relationships within the community, and equitable access to community resources for all. Board shall be representative of management and labor, various religions, various races, and others who have an interest in human relations. Meets monthly.

Contact: City Manager's Office, 269-966-3311

Experience: ☐ Live in the metropolitan area

**Income Tax Board of Review** – Appointing authority: Mayor, with Commission approval.

Pursuant to State Act 284 of 1964, attempts to settle city income tax disputes. Meets as needed.

Contact: Income Tax Division, 269-966-3345

Experience: ☐ Income tax/accounting ☐ Live in city limits

**Lakeview Downtown Development Authority** – Appointing authority: City Manager, with Commission approval.

The LDDA's activities shall include, but are not limited to, the definition of a development area; the origination of a development plan; and the implementation of a development program as provided in Act 197 of PA 1975. Meets bi-annually.

Contact: City Manager's Office, 269-966-3311

Experience: ☐ District property owner/business representative ☐ Live in city limits

**License Review Board** – Appointing authority: Mayor, with Commission approval.

Provides an opportunity to appeal when an application to operate as a vendor within the city limits is denied or a current Vendor's License becomes subject to suspension or revocation. Meets as needed.

Contact: City Clerk, 269-966-3348

Experience: ☐ Live in city limits

**Local Development Financing Authority** – Appointing authority: City Manager, with Commission approval.

To conduct those activities authorized under Act 281, Public Acts of 1986, and as amended from time to time (MCLA Section 125.2151 et seq.; MSA Section 3.540 (351) et seq.), and to otherwise govern the affairs of the I-94 Business Park and Certified Technology Park (SmartZone) established by the City of Battle Creek, Michigan, pursuant to an Agreement (The Battle Creek Aviation and E-Learning SmartZone Agreement) with the Michigan Economic Development Corporation. Meets as needed.

Contact: City Manager's Office, 269-966-3311

Experience: ☐ Live in city limits ☐ Calhoun County Commission/KCC/MEDC appointment

**Local Officers' Compensation Commission** – Appointing authority: Mayor, with Commission approval.

Determine salaries of elected officials. Shall meet for at least one, and not more than 15, session days in each odd-numbered year. "Session day" is a calendar day on which the commission meets and for which a quorum is present.

Contact: City Clerk, 269-966-3348

Experience: ☐ Live in city limits

**Planning Commission** – Appointing authority: Mayor, with Commission approval.

Charged under state law with the adoption of plans for the city. Also considers requests for zoning classifications and special use permits, and makes recommendations to the City Commission on amendments to the planning and zoning code. Meets monthly.

Contact: Planning Division, 269-966-3320

Experience: ☐ Civil/engineering/landscape architecture ☐ Land use planning ☐ Real estate/development ☐ Law

**Police/Fire Retirement System Board** - Appointing authority: Two members by City Commission, one member by Fire Department, one member by Police Department.

Make rules and regulations necessary to properly conduct the business of the police/fire pension system, as directed by law.

Contact: Finance Division, 269-966-3311

Experience: ☐ Finance and/or investing ☐ Live in city limits

**Sustainable BC Committee** – Appointing authority: City staff by City Manager; remaining members by Mayor, with Commission approval.

Increase the city's efforts to incorporate environmentally-responsible policies in the management of its facilities and services, including initiatives outlined in the Climate Protection Act Policy, adopted in August 2006, and the "15 percent by '15" renewable energy policy goal, adopted in March 2007. Will review and recommend environmental/conservation policy for the city, including recommendations for action to the City Commission. Meets as needed.

Contact: Utility Administrator, 269-966-3343

Experience: ☐ Environmental ☐ Live in city limits ☐ Business representative

**Technical Review Committee** – Appointing authority: City staff by City Manager; remaining members by contributing jurisdictions.

Provides review, input, and recommendations to the City and the City Commission regarding various aspects of the Wastewater Treatment system and rates. Meets quarterly.

Contact: Public Works Director, 269-966-3490

Experience: ☐ Engineering ☐ Other technical expertise ☐ Industry representative

**Tree Advisory Council** – Appointing authority: Mayor, with Commission approval.

Members serve in an advisory capacity to the Department of Public Works and the City Manager in developing the annual Tree Work Plan and the issuance of rules and regulations supplementary to the city's tree ordinance. Establishment meets a Tree City USA criterion. Meets at least once a year, in September.

Contact: City Engineer, 269-966-3343

Experience: ☐ Horticulture ☐ Forestry

**Water System Advisory Council** – Appointing authority: Mayor and Commission.

To advise and assist with the creation of materials and plans to educate the community about the dangers of lead in drinking water, assist with development of public awareness campaign materials, advise and consult on the development of appropriate plans for remediation and public education to be implemented if a lead action level is exceeded, advise and consult on efforts to replace private lead service lines, assist in promoting transparency of data and documents related to lead in drinking water, and collaborate with local community groups to ensure those living in the city have the opportunity to be involved in efforts to educate the community about lead in drinking water. Meets annually.

Contact: Public Works Director, 269-966-3490

Experience: ☐ Interest/knowledge about lead in drinking water and its effects ☐ Live in city limits

**Youth Advisory Board** – Appointing authority: Mayor, with Commission approval.

Established by Resolution 117 dated April 1, 2003 to involve area youth in local government policy development and administrative procedures that will improve the leadership development of the community's youth. Meets monthly.

Contact: City Manager's Office, 269-966-3311

Experience: ☐ Live in city limits ☐ Age 14-20

**Zoning Board of Appeals** – Appointing authority: Mayor, with Commission approval.

Considers requests for variances to the requirement of the planning and zoning code. Typical variance requests include yard setback reductions and the size of commercial signage. Meets monthly.

Contact: Planning Division, 269-966-3320

Experience: ☐ Land use planning ☐ Real estate/development/law ☐ Building construction/engineering  
☐ Live in city limits



## Resolution

NO. 408

A Resolution reappointing Jack McCulley from serving as an Alternate to fill a vacancy on the Zoning Board of Appeals.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

### **Resolved by the Commission of the City of Battle Creek:**

That Jack McCulley is reappointed from serving as an Alternate to fill a vacancy on the Zoning Board of Appeals with a term expiring on January 1, 2026.

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Battle Creek City Commission  
4/16/2024

### **Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

### **SUMMARY**

A Resolution reappointing Jack McCulley from serving as an Alternate to fill a vacancy on the Zoning Board of Appeals.

### **BUDGETARY CONSIDERATIONS**

None.

### **HISTORY, BACKGROUND and DISCUSSION**

The Zoning Board of Appeals was created in accordance with Public Act 207 of 1921, as amended. Members hear appeals from citizens regarding zoning problems and reach a decision in each case. The Board consists of seven members, with not more than two alternate members. At least one member of the Board shall be a member of the Planning Commission.

### **DISCUSSION OF THE ISSUE**

### **POSITIONS**

The Review Committee is supportive of this reappointment.

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**ATTACHMENTS:**

File Name	Description
 McCulley__Jack_-_2023.pdf	Jack McCulley Application



# BOARD AND COMMISSION APPLICATION

## CITY OF BATTLE CREEK

10 N. Division Street

Battle Creek, Michigan 49014-4004

269.966.3378

PLEASE CHECK THE TOP (3) BOARD(S) OR COMMISSION(S) ON WHICH YOU ARE INTERESTED IN SERVING

(This application will remain active for one year from the date of receipt and will be posted on the City website.)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Airport Advisory Board                     | <input type="checkbox"/> Goguc Lake Board                        |
| <input type="checkbox"/> AMSA Construction Board of Appeals                    | <input type="checkbox"/> Historic District Commission            |
| <input type="checkbox"/> Battle Creek Downtown Development Authority           | <input type="checkbox"/> Human Relations Board                   |
| <input type="checkbox"/> Battle Creek Housing Commission                       | <input type="checkbox"/> Income Tax Board of Appeals             |
| <input type="checkbox"/> Battle Creek Transit Local Advisory Council           | <input type="checkbox"/> International Relations Committee       |
| <input type="checkbox"/> Battle Creek Transit Local Coordinating Committee     | <input type="checkbox"/> Lakeview Downtown Development Authority |
| <input type="checkbox"/> Battle Creek TIFA/Brownfield Development Authority    | <input type="checkbox"/> License Review Board                    |
| <input type="checkbox"/> Bicycle Advisory Committee                            | <input type="checkbox"/> Local Development Financing Authority   |
| <input type="checkbox"/> Board of Appeals                                      | <input type="checkbox"/> Local Officers' Compensation Commission |
| <input type="checkbox"/> Board of Review (Assessing)                           | <input type="checkbox"/> Planning Commission                     |
| <input type="checkbox"/> Civil Service Commission                              | <input type="checkbox"/> Sustainable BC Committee                |
| <input type="checkbox"/> Columbia Avenue Business Improvement District         | <input type="checkbox"/> Technical Review Committee              |
| <input type="checkbox"/> Dangerous Building Hearings Officer                   | <input type="checkbox"/> Tree Advisory Council                   |
| <input type="checkbox"/> Development Area Citizen's Council                    | <input type="checkbox"/> Water System Advisory Council           |
| <input type="checkbox"/> Dickman Road Business Improvement District            | <input type="checkbox"/> Youth Advisory Board                    |
| <input checked="" type="checkbox"/> Downtown Parking System Advisory Committee | <input checked="" type="checkbox"/> Zoning Board of Appeals      |
| <input type="checkbox"/> Economic Development Corporation                      |  |

Name McCULLY JACK V.  
Last First M.I.  
Home Address: 70 Eldredge St E-mail: jrmc777@yahoo.com  
Telephone: Home none Work none Cell 269-832-9736  
Are you at least 18 years of age? Yes ☒ No ☐  
Current occupation (students, list school activities) retired, teacher Battle Creek Public School  
Employer/work address (students, list school) retired  
Educational background/degrees (students, list year in school) B.S. Western Michigan Univ  
List any appointive positions/boards/commissions or committees on which you have served and year(s) of service MA Western Michigan Univ  
List any organizations to which you belong (professional, technical, community, nonprofit, students, list school organizations) I have been the League Director for the Battle Creek men's city baseball league for 3 years  
Briefly indicate your interest, experience, and/or qualifications for the board for which you are applying. Please be specific (use back of form if necessary). I belong to the Michigan High School Athletic Association  
I am a high school volleyball, basketball, football, baseball  
I have a Masters Degree from official Western Michigan University in Political Science.  
Two of my graduate classes dealt specifically with city and municipal govt.  
I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.  
Signature Jack V. McCully Date April 6, 2023

RETURN APPLICATION TO: City Manager's Office, 10 N. Division Street,  
Room 206, Battle Creek, MI 49014

seven years  
I also am a committee member on the National American Baseball Federation World Series Committee.



## City of Battle Creek Boards, Commissions and Committees – Descriptions

PLEASE CHECK EXPERIENCE FOR THE (3) BOARD(S) OR COMMISSION(S) ON WHICH  
YOU ARE INTERESTED IN SERVING

### ✓ **Airport Advisory Board** – Appointing authority: Mayor and Commission.

The committee makes policy recommendations regarding airport matters in order to support the continued development of the airport and economic growth of the community, and acts as an advocate for the current and potential future economic value of the airport. Meets quarterly.

Contact: Battle Creek Executive Airport at Kellogg Field, 269-966-3470

Experience: ☐ Airport Operations ☐ Economic Development ☒ Live in city limits

### **AMSA Construction Board of Appeals** – Appointing authority: Proposed by AMSA committee, appointed by the Mayor.

This committee hears appeals on building permit denials and from any other decision pursuant or related to. Meets as needed.

Contact: City Clerk, 269-966-3348

Experience: ☐ Architecture ☐ Building Construction ☐ Engineering ☐ Real Estate/Development/Law

### **Battle Creek Downtown Development Authority** – Appointing authority: City Manager, with Commission approval.

The Downtown Development Authority, Public Act 57 of 2018, is designed to be a catalyst in the development of the city's downtown district. The DDA provides for a variety of funding options including a tax increment financing mechanism, which can be used to fund public improvements in the downtown district. Meets quarterly.

Contact: City Manager's Office, 269-966-3378

Experience: ☐ Property Owner ☐ Business Representative ☐ Live in city limits

### **Battle Creek Housing Commission** – Appointing authority: Mayor and Commission.

Manages all public housing facilities and rental voucher (Section 8) programs in the city. Public housing facilities include scattered site rental housing, home purchase programs and senior residential developments. Meets monthly.

Contact: Community Services Director, 269-966-3387

Experience: ☐ Public Housing ☐ Live in city limits

### **Battle Creek Transit Local Advisory Council** – Appointing authority: Mayor and Commission.

Public Act 51 of 1951, as amended, required there to be a Local Advisory Council whose legal function is to review and comment on the applicant Vehicle Accessibility Plan and annual updates to that plan. Meets annually, with special meetings scheduled if necessary.

Contact: Battle Creek Transit, 269-966-3374

Experience: ☐ Public Transportation ☐ Live in city limits

### **Battle Creek Transit Local Coordinating Committee** – Appointing authority: Mayor and Commission.

Public Act 51 of 1951, as amended, required there to be a local coordination of transportation services to the elderly and disabled. Because of this requirement, the Michigan Department of Transportation directed that each transit agency have a "local coordinating committee" whose legal function is to determine annually how the Specialized Services funds will be allocated among the various sub-recipients. Meets Quarterly.

Contact: Battle Creek Transit, 269-966-3474

Experience: ☐ Public Transportation ☐ Live in city limits

### **Battle Creek TIFA/Brownfield Redevelopment Authority** – Appointing authority: City Manager, with Commission approval.

To halt a decline of property values, increase property tax valuation, eliminate causes of decline in value, and promote growth in the Fort Custer Industrial Park. Meets quarterly.

Contact: City Manager, 269-966-3378

Experience: ☐ Property Owner ☐ Business Owner ☐ Live in city limits

**Bicycle Advisory Committee** – Appointing authority: City Manager for city staff members; Mayor and Commission for remaining members.

The League of American Bicyclists has created a framework for communities to use to become Bicycle Friendly Communities, which includes the creation and maintenance of a bicycle advisory committee to assist the city by providing research, community outreach, and policy recommendations to the Commission and city staff. Meets monthly.

Contact: Recreation Department, 269-966-3431; Engineering Division, 269-966-3343

Experience: ☐ Business Representative ☐ Live in city limits

**Board of Appeals** – Appointing authority: Mayor, with Commission approval.

Board members hear and decide on appeals concerning the application or interpretation of the provisions and standards of the Building Code, the International Property Maintenance Code and Chapter 842 of these Codified Ordinances, and to hear appeals of decisions of the Dangerous Buildings Hearing Officer. Meets monthly.

Contact: Code Compliance Manager, 269-966-3387

Experience: ☐ Building Construction/Engineering ☐ Zoning ☐ Real Estate/Development/Law ☐ Live in city limits

**Board of Review (Assessing)** – Appointing authority: Mayor and Commission.

Members serve for five years and must be city electors and property owners. Members may correct/amend assessment rolls and increase or decrease taxable property assessment or valuation. Meets for a minimum of five days in March; one day in July; and one day in December.

Contact: City Assessor, 269-966-3369

Experience: ☐ Banking/Finance ☐ Property Appraisal/Assessing ☐ Real Estate/Development/Law ☐ Live in city limits

**City Commission** – Appointing authority: Elected by City of Battle Creek voters.

City Commissioners serve two-year terms.

City voters elect the mayor as a separate office to serve a two-year term. After an election, the vice mayor is selected by their fellow commissioners to serve a two-year term. The commission is comprised of five ward commissioners, representing geographic wards within the city, and four at-large commissioners.

**All interested City Commission candidates must collect signatures, and submit nominating petitions. See more information about commissioner candidate requirements at [battlecreekmi.gov/elections](http://battlecreekmi.gov/elections).** In the case of a position vacancy, the commission will follow a special process, about which information will be released separately.

Contact: City Clerk, 269-966-3348

**Civil Service Commission** – Appointing authority: Mayor and Commission appoint one member, Fire Department appoints one member, and those two members appoint a third member.

Establishes rules applicable to all regular and full-time Fire Department personnel, excluding civilian employees.

Members must reside in the city limits for one year, reside within the county for three years, and hold no other government office. There may be no more than two members of the same political party. Meets monthly.

Contact: City Clerk, 269-966-3348

Experience: ☐ Live in city limits

**Columbia Avenue Business Improvement District** – Appointing authority: Mayor and City Commission

Undertakes functions, objectives, and powers enumerated in Section 1 of Public Act 49 of the Public Acts of 1999, including the promotion of economic activity in the BID along Columbia Avenue and providing or contracting for the administration, security, and operation of the District, to include physical improvements and joint marketing. Meets quarterly.

Contact: City Manager, 269-966-3378

Experience: ☐ Business Representative ☐ Live in city limits

within the community, and equitable access to community resources for all. Board shall be representative of management and labor, various religions, various races, and others who have an interest in human relations. Meets monthly.

Contact: City Manager's Office, 269-966-3378

Experience: ☐ Live in the metropolitan area

**Income Tax Board of Appeals** – Appointing authority: Mayor, with Commission approval.

Pursuant to State Act 284 of 1964, attempts to settle city income tax disputes. Meets as needed.

Contact: Income Tax Division, 269-966-3345

Experience: ☐ Income Tax/Accounting ☐ Live in city limits

**International Relations Committee** – Appointing authority: Mayor, with Commission approval.

To foster cultural promotion of the city and provide a positive environment toward foreign industrialists and their families. Meets as needed.

Contact: City Manager's Office, 269-966-3378

Experience: ☐ Live in city limits

**Lakeview Downtown Development Authority** – Appointing authority: City Manager, with Commission approval.

The LDDA's activities shall include, but are not limited to, the definition of a development area; the origination of a development plan; and the implementation of a development program as provided in Act 197 of PA 1975. Meets bi-annually.

Contact: City Manager, 269-966-3378

Experience: ☐ District Property Owner/Business Representative ☐ Live in city limits

**License Review Board** – Appointing authority: Mayor, with Commission approval.

Provides an opportunity to appeal when an application to operate as a vendor within the city limits is denied or a current Vendor's License becomes subject to suspension or revocation. Meets as needed.

Contact: City Clerk, 269-966-3348

Experience: ☐ Live in city limits

**Local Development Financing Authority** – Appointing authority: City Manager, with Commission approval.

To conduct those activities authorized under Act 281, Public Acts of 1986, and as amended from time to time (MCLA Section 125.2151 et seq.; MSA Section 3.540 (351) et seq.), and to otherwise govern the affairs of the I-94 Business Park and Certified Technology Park (SmartZone) established by the City of Battle Creek, Michigan, pursuant to an Agreement (The Battle Creek Aviation and E-Learning SmartZone Agreement) with the Michigan Economic Development Corporation. Meets as needed.

Contact: City Manager, 269-966-3378

Experience: ☐ Live in city limits ☐ Calhoun County Commission/KCC/MEDC appointment

**Local Officers' Compensation Commission** – Appointing authority: Mayor, with Commission approval.

Determine salaries of elected officials. Shall meet for at least one, and not more than 15, session days in each odd-numbered year. "Session day" is a calendar day on which the commission meets and for which a quorum is present.

Contact: City Clerk, 269-966-3348

Experience: ☐ Live in city limits

**Planning Commission** – Appointing authority: Mayor, with Commission approval.

Charged under state law with the adoption of plans for the city. Also considers requests for zoning classifications and special use permits, and makes recommendations to the City Commission on amendments to the planning and zoning code. Meets monthly.

Contact: Planning Division, 269-966-3320

Experience: ☐ Civil/Engineering/Landscape Architecture ☐ Land Use Planning ☐ Real Estate/Development ☐ Law

**Sustainable BC Committee** – Appointing authority: City staff by City Manager; remaining members by Mayor, with Commission approval.

Increase the city's efforts to incorporate environmentally-responsible policies in the management of its facilities and services, including initiatives outlined in the Climate Protection Act Policy, adopted in August 2006, and the 15 percent by '15 renewable energy policy goal, adopted in March 2007. Will review and recommend environmental/conservation policy for the city, including recommendations for action to the City Commission. Meets as needed.

Contact: Utility Administrator, 269-966-3343

Experience: ☐ Environmental ☐ Live in city limits ☐ Business Representative

**Technical Review Committee** – Appointing authority: City staff by City Manager; remaining members by contributing jurisdictions.

Provides review, input, and recommendations to the City and the City Commission regarding various aspects of the Wastewater Treatment system and rates. Meets quarterly.

Contact: Public Works Director, 269-966-3490

Experience: ☐ Engineering ☐ Other Technical Expertise ☐ Industry Representative

**Tree Advisory Council** – Appointing authority: Mayor, with Commission approval.

Members serve in an advisory capacity to the Department of Public Works and the City Manager in developing the annual Tree Work Plan and the issuance of rules and regulations supplementary to the city's tree ordinance. Establishment meets a Tree City USA criterion. Meets at least once a year, in September.

Contact: City Engineer, 269-966-3343

Experience: ☐ Horticulture ☐ Forestry

**Water System Advisory Council** – Appointing authority: Mayor and Commission.

To advise and assist with the creation of materials and plans to educate the community about the dangers of lead in drinking water, assist with development of public awareness campaign materials, advise and consult on the development of appropriate plans for remediation and public education to be implemented if a lead action level is exceeded, advise and consult on efforts to replace private lead service lines, assist in promoting transparency of data and documents related to lead in drinking water, and collaborate with local community groups to ensure those living in the city have the opportunity to be involved in efforts to educate the community about lead in drinking water. Meets annually.

Contact: Public Works Director, 269-966-3490

Experience: ☐ Interest/knowledge about lead in drinking water and its effects ☐ Live in city limits

**Youth Advisory Board** – Appointing authority: Mayor, with Commission approval.

Established by Resolution 117 dated April 1, 2003 to involve area youth in local government policy development and administrative procedures that will improve the leadership development of the community's youth. Meets monthly.

Contact: City Manager's Office, 269-966-3378

Experience: ☐ Live in city limits ☐ Age 14-20

✓ **Zoning Board of Appeals** – Appointing authority: Mayor, with Commission approval.

Considers requests for variances to the requirement of the planning and zoning code. Typical variance requests include yard setback reductions and the size of commercial signage. Meets monthly.

Contact: Planning Division, 269-966-3320

Experience: ☐ Land Use Planning ☐ Real Estate/Development/Law ☐ Building Construction/Engineering ☒ Live in city limits



Resolution

NO. 409

A Resolution reappointing John Avery to the Goguac Lake Board.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That John Avery, Goguac Lake Resident, is reappointed to the Goguac Lake Board, with a term to expire on July 27, 2028.

---

Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

A Resolution reappointing John Avery to the Goguac Lake Board.

**BUDGETARY CONSIDERATIONS**

None

**HISTORY, BACKGROUND and DISCUSSION**

Resolution No. 102, dated February 15, 2000, authorized the creation of the Goguac Lake Board, pursuant of Public Act 451 of 1994, as amended by Public Act 59 of 1995. The Board's purpose is to protect the public health, safety, and welfare, and conserve the natural resources and preserve property values around Goguac Lake. The Board limited the scope of any improvement project to weed eradication and control until further ordered by the City Commission. Resolution No. 41, dated December 20, 2005, amended the scope of permissible lake improvement projects to be undertaken by the Goguac Lake Board to include conducting a carrying capacity study. The purpose of the study was to determine the capacity of Goguac Lake for boats and other water craft and receive recommendations as to the best ways to improve safety and lake access.

**DISCUSSION OF THE ISSUE**

## **POSITIONS**

The Review Committee is supportive of this reappointment.

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### ATTACHMENTS:

File Name	Description
 Avery__John_-_2024.pdf	John Avery Application



# Board and Commission Application

## City of Battle Creek

10 N. Division S.  
Battle Creek, MI 49014  
269-966-3311

Please check the top three boards or commissions on which you are interested in serving.

(This application will remain active for one year from the date of receipt and will be posted on the City website.)

- |  |  |
|--|--|
| <input type="checkbox"/> Airport Advisory Board                              | <input type="checkbox"/> Historic District Commission            |
| <input type="checkbox"/> Battle Creek Area International Relations Committee | <input type="checkbox"/> Human Relations Board                   |
| <input type="checkbox"/> Battle Creek Downtown Development Authority         | <input type="checkbox"/> Income Tax Board of Review              |
| <input type="checkbox"/> Battle Creek Housing Commission                     | <input type="checkbox"/> Lakeview Downtown Development Authority |
| <input type="checkbox"/> Battle Creek TIFA/Brownfield Development Authority  | <input type="checkbox"/> License Review Board                    |
| <input type="checkbox"/> Battle Creek Transit Local Advisory Council         | <input type="checkbox"/> Local Development Financing Authority   |
| <input type="checkbox"/> Battle Creek Transit Local Coordinating Committee   | <input type="checkbox"/> Local Officers' Compensation Commission |
| <input type="checkbox"/> Board of Appeals (Housing)                          | <input type="checkbox"/> Planning Commission                     |
| <input type="checkbox"/> Board of Review (Assessing)                         | <input type="checkbox"/> Police/Fire Retirement System Board     |
| <input type="checkbox"/> Civil Service Commission                            | <input type="checkbox"/> Sustainable BC Committee                |
| <input type="checkbox"/> Construction Board of Appeals                       | <input type="checkbox"/> Technical Review Committee              |
| <input type="checkbox"/> Dangerous Buildings Hearing Officer                 | <input type="checkbox"/> Tree Advisory Council                   |
| <input type="checkbox"/> Development Area Citizens Council                   | <input type="checkbox"/> Water System Advisory Council           |
| <input type="checkbox"/> Dickman Road Business Improvement District          | <input type="checkbox"/> Youth Advisory Board                    |
| <input type="checkbox"/> Downtown Parking System Advisory Committee          | <input type="checkbox"/> Zoning Board of Appeals                 |
| <input type="checkbox"/> Economic Development Corporation                    |  |
| <input checked="" type="checkbox"/> Goguac Lake Board                        |  |

Please tell us how you found out about our boards and commissions and/or vacancies Current member

Name Avery John S  
Last First M.I.  
Home Address 171 Wheaton Ave, Battle Creek, MI 49015 Email john.avery@hubinternational.com  
Telephone Home \_\_\_\_\_ Work \_\_\_\_\_ Cell 269 209 9164

Are you at least 18 years of age? Yes ☒ No ☐

Current occupation (students, list school activities) Insurance Broker

Employer/work address (students, list school) Hub International/750 Trade Centre Way, Portage MI

Educational background/degrees (students, list year in school) College Grad

List any appointive positions/boards/commissions or committees on which you have served and year(s) of service Goguac Lake Assoc, current VP  
past President

List any organizations to which you belong (professional, technical, community, nonprofit; students, list school organizations) various professional  
various professional designations

Briefly indicate your interest, experience, and/or qualifications for the board for which you are applying. Please be specific (use back of form if necessary). Original Goguac Lake Board member and one of the founders of the petition for a lake board initially. lifelong resident on Goguac Lake

I understand that any or all information on this form may be verified. I consent to the release of this information for publicity purposes.

Signature [Signature] Date 4-1-24

Return application to: City Manager's Office, 10 N. Division St.,  
Room 206, Battle Creek, MI 49014



Resolution

NO. 410

A Resolution reappointing Thomas Burke to the Downtown Parking System Advisory Committee.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That Thomas Burke is reappointed to the Downtown Parking System Advisory Committee, with terms to expire on April 13, 2026.

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

A Resolution reappointing Thomas Burke to the Downtown Parking System Advisory Committee.

**BUDGETARY CONSIDERATIONS**

None.

**HISTORY, BACKGROUND and DISCUSSION**

Started by City Manager Aaron Marsh in 1975 (without a Resolution and chaired by the Director of Transportation) as an in-house Advisory Committee. Commission representation was not originally included in the committee makeup. The committee was formally created and authorized by the City Commission by Resolution 94 on April 14, 2020.

The Mayor appoints City Commission representative by Resolution. Businesses representative, owners and members at large are appointed by the City Manager in consultation with the Director of Public Works and the representative from the City's parking system administrator and approved by the City Commission.



Purpose: To advise City staff and the City's parking administrator on issues related to the municipally-owned and operated parking system.

Membership: The Committee shall consist of a minimum of 9 and a maximum of 15 members. The Committee shall be composed of the following: - A member of the Battle Creek City Commission - The Director of Public Works (Chair) - A representative from the city's parking system administrator - The Development Director for the City of Battle Creek - The General Manager of the Cereal City Development Corporation (or his or her designee) - The Chief Executive Officer of the Calhoun County Visitor's Bureau (or his or her designee) - The Battle Creek Chief of Police (or his or her designee) - Two members of the public at large, who must be residents of the City of Battle Creek. - Up to six additional members, including property owners or representatives of businesses located in downtown Battle Creek. Special Requirements: At large representatives must be residents of the City of Battle Creek.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

The Review Committee is supportive of this reappointment.

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#### **ATTACHMENTS:**

File Name	Description
 Burke__Thomas_-_2024.pdf	Thomas Burke Application

## Patricia S Worden

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**From:** noreply@civicplus.com  
**Sent:** Monday, April 1, 2024 5:14 PM  
**To:** Rebecca D. Forbes; Patricia S Worden  
**Subject:** Online Form Submittal: Current City of Battle Creek Boards and Commissions Application

Email sent from outside of the City of Battle Creek. Use caution before clicking links/attachments.

### Current City of Battle Creek Boards and Commissions Application

#### City of Battle Creek Board and Commission Application

Please select the **top 3** board(s) or commission(s) on which would like to serve.  
This application will remain active for one year from the date we receive it and will be posted on the City's website. Thank you for applying!

Name	Thomas Burke
Are you 18 years or older?	Yes
Home address	34 N Division St
City	Battle Creek
State	MI
Zip code	49015
Email address	tlburke@battlecreekmi.gov
Home phone	2694196730
Work phone	Field not completed.
Cell phone	Field not completed.
Current occupation (students should list school activities)	police
Employer and work address (students should list school)	Battle Creek Police dept

Educational  
background/degrees  
(students should list  
current year in school)

*Field not completed.*

List any appointed  
positions, boards,  
commissions, or  
committees on which  
you have served, and  
years of service

*Field not completed.*

List any organizations to  
which you belong  
(professional, technical,  
community, nonprofit;  
students should list  
school organizations)

battle creek police dept

Briefly explain your  
interest, experience,  
and/or qualifications for  
the boards for which  
you are applying

*Field not completed.*

Attach additional  
information

*Field not completed.*

Please tell us how you  
found out about our  
boards and  
commissions and/or  
vacancies

*Field not completed.*

Electronic Signature  
Agreement

I agree.

*By signing this form, you acknowledge that any or all information on this form may  
be verified, and consent to the release of this information for publicity purposes.*

Electronic Signature

Thomas Burke

Date

04012024

### Boards, Councils, and Commissions Interest

Please rank your first, second, and third choices for boards on which you would like to serve. Please check the boxes to indicate your experience and/or credentials for each of your three choices. Thank you!

#### Airport Advisory Board

Makes policy recommendations to support continued airport development and community economic growth; acts as advocate for current and potential economic value of the airport.

Rank *Field not completed.*

Experience *Field not completed.*

#### BC Area International Relations Committee

To foster cultural promotion of the city, and provide a positive environment toward foreign industrialists and their families

Rank *Field not completed.*

Experience *Field not completed.*

#### BC Downtown Development Authority

Provides for a variety of funding options, including tax increment financing mechanism, which can be used to fund public improvements in the downtown district.

Rank *Field not completed.*

Experience *Field not completed.*

#### BC Housing Commission

Manages all public housing facilities and rental voucher (Section 8) programs in the city. Public housing facilities include scattered site rental housing, home purchase programs and senior residential developments.

Rank *Field not completed.*

Experience *Field not completed.*

#### BC TIFA/Brownfield Redevelopment Authority

BC Tax Increment Finance Authority. Works to halt a decline of property values, increase property tax valuation, eliminate causes of decline in value, and promote growth in the Fort Custer Industrial Park.

Rank *Field not completed.*

Experience *Field not completed.*

#### BC Transit Local Advisory Council

Advises the City in areas relating to planning, delivery, and operation of public transportation in the community and to provide recommendations and input regarding accessibility including the annual approval of Battle Creek Transit's Vehicle Accessibility Plan.

Rank *Field not completed.*

Experience *Field not completed.*

#### BC Transit Local Coordinating Committee

Determines annually how the Specialized Services funds will be allocated among the various sub-recipients, related to transportation services for the elderly and those with disabilities.

Rank *Field not completed.*

Experience *Field not completed.*

#### Board of Appeals (Housing)

Hears and decides on appeals concerning application or interpretation of the provisions and standards of the Building Code, the International Property Maintenance Code and Chapter 842 of these Codified Ordinances, and to hear appeals of decisions of the Dangerous Buildings Hearing Officer.

Rank *Field not completed.*

Experience *Field not completed.*

#### Board of Review (Assessing)

Members serve for five years, and must be city electors and property owners. Members may correct/amend assessment rolls, and increase or decrease taxable property assessment or valuation.

Rank *Field not completed.*

Experience *Field not completed.*

#### Civil Service Commission

Establishes rules applicable to all regular and full-time Fire Department personnel, excluding civilian employees. Members must reside in the city limits for one year, reside within the county for three years, and hold no other government office. There may be no more than two members of the same political party.

Rank *Field not completed.*

Experience *Field not completed.*

#### Construction Board of Appeals

To hear appeals on building permit denials, and from any other decision pursuant or related to the Act or the State Construction Code. There are five members and one alternate. Members serve two-year terms. A member of the board shall be qualified by experience or training to perform the duties of the board. The board meets as needed.

Rank *Field not completed.*

Experience *Field not completed.*

### Dangerous Buildings Hearing Officer

Identifies structures in the city considered to be a public nuisance; serves written notice of a hearing to the owner or party of interest at the address shown on the tax records; and shows cause why the structure(s) should not be ordered demolished, otherwise made safe, or properly maintained. Must have expertise in housing matters, including, but not limited to: engineer, architect, building contractor, building inspector, or member of a community housing organization.

Rank *Field not completed.*

Experience *Field not completed.*

### Development Area Citizens Council

An advisory body to a development authority and, ultimately, the City Commission, related to updates to the authority's development plan.

Rank *Field not completed.*

Experience *Field not completed.*

### Dickman Road Business Improvement District

Promotes economic activity in the BID along Dickman Road, and provides or contracts for the administration, security, and operation of the district, to include physical improvements and joint marketing.

Rank *Field not completed.*

Experience *Field not completed.*

### Downtown Parking System Advisory Committee

Advises city staff and the city's parking administrator on issues related to the city-owned and operated parking system.

Rank 1

Experience *Field not completed.*

### Economic Development Corporation

Alleviates unemployment conditions, assists in industry retention and promotes the general welfare of Battle Creek.

Rank *Field not completed.*

Experience *Field not completed.*

#### Goguac Lake Board

Formed to protect the public health, safety and welfare, and conserve the natural resources and preserve property values around Goguac Lake.

Rank *Field not completed.*

Experience *Field not completed.*

#### Historic District Commission

Reviews plans for exterior modifications or demolition of buildings within the federal, state, or local historic districts.

Rank *Field not completed.*

Experience *Field not completed.*

#### Human Relations Board

To increase constructive communication among all people regardless of actual or perceived race, ethnicity, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or socioeconomic status. To increase constructive communication between community members, public officials, and community organizations, thereby promoting harmonious and productive relationships within the community, and equitable access to community resources for all. Board shall be representative of management and labor, various religions, various races, and others who have an interest in human relations.

Rank *Field not completed.*

Experience *Field not completed.*

#### Income Tax Board of Appeals

Attempts to settle city income tax disputes.

Rank *Field not completed.*

Experience *Field not completed.*



#### Lakeview Downtown Development Authority

The definition of a development area; the origination of a development plan; and the implementation of a development program

Rank *Field not completed.*

Experience *Field not completed.*

#### License Review Board

Provides an opportunity to appeal when an application to operate as a vendor within the city limits is denied or a current Vendor's License becomes subject to suspension or revocation.

Rank *Field not completed.*

Experience *Field not completed.*

#### Local Development Financing Authority

To govern the affairs of the I-94 Business Park and Certified Technology Park (SmartZone) established by the City of Battle Creek, pursuant to an Agreement (The Battle Creek Aviation and E-Learning SmartZone Agreement) with the Michigan Economic Development Corporation.

Rank *Field not completed.*

Experience *Field not completed.*

#### Local Officers' Compensation Commission

Determine salaries of elected officials. Shall meet for at least one, and not more than 15, session days in each odd-numbered year. "Session day" is a calendar day on which the commission meets and for which a quorum is present.

Rank *Field not completed.*

Experience *Field not completed.*

#### Planning Commission

Adopts plans for the city. Also considers requests for zoning classifications and special use permits, and makes recommendations to the City Commission on amendments to the planning and zoning code.

Rank *Field not completed.*

Experience *Field not completed.*

#### Police/Fire Retirement System Board

Make rules and regulations necessary to properly conduct the business of the police and fire pension system, as directed by law.

Rank *Field not completed.*

Experience *Field not completed.*

#### Sustainable BC Committee

Increase the city's efforts to incorporate environmentally-responsible policies in the management of its facilities and services, including initiatives outlined in the Climate Protection Act Policy, adopted in August 2006, and the 15 percent by '15 renewable energy policy goal, adopted in March 2007. Will review and recommend environmental/conservation policy for the city, including recommendations for action to the City Commission.

Rank *Field not completed.*

Experience *Field not completed.*

#### Technical Review Committee

Provides review, input, and recommendations to the city and the City Commission regarding various aspects of the wastewater treatment system and rates.

Rank *Field not completed.*

Experience *Field not completed.*

#### Tree Advisory Council

Helps develop the annual Tree Work Plan, and issue rules and regulations supplementary to the city's tree ordinance. Establishment meets a Tree City USA criterion.

Rank *Field not completed.*

Experience *Field not completed.*

#### Water System Advisory Council

Advises and assists with creation of materials and plans to educate the community about the dangers of lead in drinking water, assist with development of public awareness campaign materials, advise and consult on the development of appropriate plans for remediation and public education to be implemented if a lead action level is exceeded, advise and consult on efforts to replace private lead service lines, assist in promoting transparency of data and documents related to lead in drinking water, and collaborate with local community groups to ensure those living in the city have the opportunity to be involved in efforts to educate the community about lead in drinking water.

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Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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#### Youth Advisory Board

To involve area youth in local government policy development and administrative procedures that will improve the leadership development of the community's youth.

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Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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#### Zoning Board of Appeals

Considers requests for variances to the requirement of the planning and zoning code. Typical variance requests include yard setback reductions and the size of commercial signage.

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Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Email not displaying correctly? [View it in your browser.](#)



Resolution

NO. 411

A Resolution seeking to appoint one new member (Khyrinn Herring) to the Northeast Neighborhood Planning Council (NPC # 4).

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the following is an appointed member of the Northeast Neighborhood Planning Council (NPC # 4).

<b>Name</b>	<b>Address</b>	<b>Term Expires</b>
Khyrinn Herring	82 E Emmett St	12/4/2027

---

Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Vanessa Hernandez, Community Development Specialist

**Department:** Community Development

**SUMMARY**

A Resolution seeking to appoint one new member (Khyrinn Herring) to the Northeast Neighborhood Planning Council (NPC # 4).

**BUDGETARY CONSIDERATIONS**

None.

**HISTORY, BACKGROUND and DISCUSSION**

The City Commission is the appointing authority for the Neighborhood Planning Council pursuant to Resolution #423, dated November 20, 1979; it appoints based on the recommendations of the individual Neighborhood Planning Council. Any person having demonstrable or substantial interest within the defined boundaries of the council area may be appointed upon recommendation by said council.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

None.

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### **ATTACHMENTS:**

File Name	Description
 NPC_4_term_list_1.16.24.pdf	NPC 4 term list

## NPC 4 - Fremont/Verona/McKinley Neighborhood Planning Council

Name	Address	State	State	Zip	Term Expires
Sally Blue	204 Bradley St	Battle Creek	MI	49017	12/4/2024
Robert Allan Knokright	60 Elizabeth St	Battle Creek	MI	49017	12/4/2024
Boonikka Herring <b>(Chairperson)</b>	82 E Emmett St	Battle Creek	MI	49017	12/4/2024
Mark Jones	46 East Ave N	Battle Creek	MI	49017	12/4/2024
Sherry Sofia	249 Garfield Ave	Battle Creek	MI	49017	12/4/2024
Chandra Youngblood	217 E Emmett St	Battle Creek	MI	49017	12/4/2024
Sarah Smith	52 Thorncroft Ave	Battle Creek	MI	49017	12/4/2024
Susan Glidden	175 Union St N	Battle Creek	MI	49017	12/4/2024
Jill Margenau	92 Garrison Ave	Battle Creek	MI	49017	12/4/2024
Tim Katz	80 Garrison Ave	Battle Creek	MI	49017	12/4/2024
David Salerno <b>(Notetaker)</b>	147 Wabash Ave N	Battle Creek	MI	49017	12/4/2024
Mary Lusk	1221 Brunswick Dr	Battle Creek	MI	49017	12/4/2024
Tristan Bredehoft	114 Wabash Ave N	Battle Creek	MI	49017	12/4/2024
Pao Shan (Don) Woodward	33 Anderson Ct	Battle Creek	MI	49017	12/4/2024
Tom Brothers	32 1/2 Michigan Ave E	Battle Creek	MI	49017	12/4/2024
Jill Anderson	32 1/2 Michigan Ave E	Battle Creek	MI	49017	12/4/2024
Dave Morgan	57 Maple Terr	Battle Creek	MI	49017	12/4/2024
Mary Conklin	109 Union St S	Battle Creek	MI	49017	12/4/2024
Deondra Ramsey	20 Latta St, 49017	Battle Creek	MI	49017	12/4/2024
John Paul Wilson <b>(Vice Chair)</b>	93 Garrison Ave	Battle Creek	MI	49017	12/4/2024
Roger Koning	96 Charles St. E	Battle Creek	MI	49017	12/4/2027
Kim Yarger	280 Pleasantview Dr.	Battle Creek	MI	49017	12/4/2027
Chuck Yarger	280 Pleasantview Dr.	Battle Creek	MI	49017	12/4/2027

1/16/2024



## Resolution

NO. 412

A Resolution setting a Public Hearing on May 7, 2024 at 7:00 PM, on a proposed Industrial Facilities Tax (IFT) Exemption Certificate for a single tenant speculative building at the request of FCIP South Park 2, LLC for real property located at 201 Watkins Road in Industrial Development District No. 40.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

### **Resolved by the Commission of the City of Battle Creek:**

That the City of Battle Creek has received an application for an Industrial Facilities Exemption Certificate under the provisions of Act 198 of the Public Acts of 1974, as amended, from FCIP South Park 2, LLC with respect to a single tenant speculative building located within Industrial Development District No. 40; and

1. The City Commission of the City of Battle Creek shall hold a hearing on May 7, 2024, beginning at 7:00 PM in the City Commission Chambers in City Hall, Battle Creek, Michigan, for the purpose of affording a hearing to the applicant, the City Assessor and a representative of each taxing unit which levies ad valorem property taxes in the City of Battle Creek on the real property of the applicant, as required by Section 5(2) of said Act; and
2. The City Clerk shall notify in writing the City Assessor and the legislative body of each taxing unit which levies ad valorem property taxes on the real property of the applicant, of the date, time and place of the aforementioned hearing and that the City Commission shall afford the applicant, Assessor and a representative of each such taxing unit an opportunity to be heard with respect to the applicant's application.

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Battle Creek City Commission  
4/16/2024

### **Action Summary**

**Staff Member:** Aaron P Powers, City Assessor

**Department:** Assessing

### **SUMMARY**

A Resolution setting a Public Hearing on May 7, 2024 at 7:00 PM, on a proposed Industrial Facilities Tax (IFT) Exemption Certificate for a single tenant speculative building at the request of FCIP South Park 2, LLC for real property located at 201 Watkins Road in Industrial Development District No. 40.

### **BUDGETARY CONSIDERATIONS**

<b>CITY OF BATTLE CREEK</b>					
<b>Assessor's Application Review &amp; Tax Analysis for Industrial Facilities Tax Exemption Request</b>					

Applicant:			FCIP South Park 2, LLC		
Location of Facility:			201 Watkins Road		
Application Filed:			3/19/2024		
Industrial Development District:			IDD #40		
Special District(s) Containing Facility:			LDFA #2 BUS PK		
Type of Facility:			NEW - SPECULATIVE BLDG		
Description of Facility:					
Applicant intends to construct a modern cross docked 252,000 square foot speculative facility. Designation as a speculative facility would require a qualified, industrial tenant to apply for an Industrial Facilities Tax Exemption Certificate within the six months of occupation.					
Property Type	Estimated Investment	Construction Begins	Construction Ends	# of Years Eligible	Abatement Ends
Real	\$14,230,440	11/1/2023	12/31/2024	Future eligible tenant will file an application	
Personal*					
<b>Total:</b>	<b>\$14,230,440</b>	NOTE: As this is a speculative building, the abatement will only start with an application from a qualified, industrial tenant. Estimated taxes would be updated upon an application from said tenant.			
<b>ESTIMATED PROPERTY TAXES OVER LIFE OF CERTIFICATE (if a qualified, industrial tenant applies)</b>					
Tax Year	Taxable Value	Taxes Without Abatement	Taxes With Abatement	Taxes Abated	Abatement Years
1st Year	\$7,115,200	\$479,367	\$261,242	\$218,125	1st Year Abatement
2nd Year	\$7,115,200	\$479,367	\$261,242	\$218,125	2nd Year Abatement
3rd Year	\$7,115,200	\$479,367	\$261,242	\$218,125	3rd Year Abatement
4th Year	\$7,115,200	\$479,367	\$261,242	\$218,125	4th Year Abatement
5th Year	\$7,115,200	\$479,367	\$261,242	\$218,125	5th Year Abatement
6th Year	\$7,115,200	\$479,367	\$261,242	\$218,125	6th Year Abatement
7th Year	\$7,115,200	\$479,367	\$261,242	\$218,125	7th Year Abatement
8th Year	\$7,115,200	\$479,367	\$261,242	\$218,125	8th Year Abatement
9th Year	\$7,115,200	\$479,367	\$261,242	\$218,125	9th Year Abatement
10th Year	\$7,115,200	\$479,367	\$261,242	\$218,125	10th Year Abatement
11th Year	\$7,115,200	\$479,367	\$261,242	\$218,125	11th Year Abatement
12th Year	\$7,115,200	\$479,367	\$261,242	\$218,125	12th Year Abatement
<b>TOTALS</b>		<b>\$6,711,133</b>	<b>\$3,657,384</b>	<b>\$3,053,750</b>	
Expected # of jobs to be created within 2 years of completion:		20 to 200 depending on the tenant			
Expected # of jobs to be retained as a result of this project:		0			
City's Current Abatement Ratio (including this application):		1.90%			
Proposed TOTAL Taxes to be Abated over Life of Certificate:		\$3,053,750 depending on the tenant			
	Real				
Full Millage+	67.3722		Submitted by:	Aaron Powers, MMAO 4	
IFE Millage+	36.716			City Assessor	
<b>*New personal property became exempt in 2016</b>					
+ Actual 2023 tax rates					

**ANALYSIS IS FOR ILLUSTRATIVE PURPOSES ONLY**



<b>ACTUAL AMOUNT AND DURATION OF INCENTIVE SUBJECT TO CITY COMMISSION APPROVAL</b>
--

**HISTORY, BACKGROUND and DISCUSSION**

This Resolution schedules a public hearing on the attached Industrial Facilities Exemption single tenant speculative building application from FCIP South Park 2, LLC.

**DISCUSSION OF THE ISSUE****POSITIONS**

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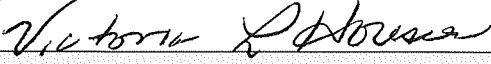
**ATTACHMENTS:**

File Name	Description
 IFT_application_FCIP_South_Park_2.pdf	IFT application FCIP South Park 2

## Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and one copy of this form and the required attachments (two complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires one complete set (one original). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call 517-335-7460.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date Received by Local Unit 3/19/2024
STC Use Only	
Date Received by STC	Application Number

### APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) FCIP South Park 2, LLC		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 531120	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 201 Watkins Road, Battle Creek, MI 49015		1d. City/Township/Village (indicate which) Battle Creek	1e. County Calhoun
2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input checked="" type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Transfer <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Battle Creek Public Schools 3b. School Code 13020	
4. Amount of years requested for exemption (1-12 Years) 12			

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

The applicant is constructing a modern cross docked 252,000 SF "speculative" facility, that is expandable to 504,000 SF. This will create building inventory to help Battle Creek attract new business with a tenant-ready facility. These types of investments have been proven time and time again to capture companies that go elsewhere due to lack of available inventory in the market. See the attached pages for more detail.

6a. Cost of land and building improvements (excluding cost of land) ..... * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	14,230,440 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures ..... * Attach itemized listing with month, day and year of beginning of installation, plus total	NA Personal Property Costs
6c. Total Project Costs ..... * Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	11/01/2023	12/31/2024	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	11/01/2023	12/31/2024	<input type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project. NA	10. No. of new jobs at this facility expected to create within 2 years of completion. 20 to 200 Depending on Tenant
---	--

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....	
b. TV of Personal Property (excluding inventory) .....	
c. Total TV .....	

12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District
---

12b. Date district was established by local government unit (contact local unit) 07/21/2020	12c. Is this application for a speculative building (Sec. 3(8))? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Isaac Hall	13b. Telephone Number (574) 213-1709	13c. Fax Number	13d. E-mail Address ihall@greatlakescapital.com
14a. Name of Contact Person Isaac Hall	14b. Telephone Number (574) 213-1709	14c. Fax Number	14d. E-mail Address ihall@greatlakescapital.com
▶ 15a. Name of Company Officer (No Authorized Agents) Jeffrey Smoke			
15b. Signature of Company Officer (No Authorized Agents) <i>Jeffrey Smoke</i>		15c. Fax Number	15d. Date 3/14/2024
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 7410 Aspect Drive, Suite 100, Granger, IN 46530		15f. Telephone Number (574) 213-1709	15g. E-mail Address ihall@greatlakescapital.com

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		
16c. School Code 13020		
17. Name of Local Government Body <i>City of Battle Creek</i>		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk <i>Victoria L Houser</i>	19c. E-mail Address vlhouser@battlecreekmi.gov
19d. Clerk's Mailing Address (Street, City, State, ZIP Code) <i>10 N Division Street Battle Creek, MI 49014</i>		
19e. Telephone Number <i>(269) 966-3348</i>	19f. Fax Number <i>(269) 966-3555</i>	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original of the completed application and all required attachments to:

**Michigan Department of Treasury**  
**State Tax Commission**  
**PO Box 30471**  
**Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

**LEGAL DESCRIPTION**

---

**Address:** 201 Watkins Rd, Battle Creek, MI 49015

**Parcel number:** 52-0630-16-397-0

**Legal description:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWN 2 SOUTH, RANGE 8 WEST, CITY OF BATTLE CREEK, CALHOUN COUNTY, MICHIGAN DESCRIBED AS:

BEGINNING AT A POINT ON THE EAST AND WEST 1/4 LINE OF SAID SECTION 30, DISTANCE N89°43'02"E, 670.00 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION; THENCE N00°13'31"W, PARALLEL WITH THE WEST LINE OF SAID SECTION, 967.94 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY I-94; THENCE NORTHEASTERLY 20.51 FEET ALONG SAID HIGHWAY RIGHT OF WAY AND THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 359.00 FEET AND A CHORD WHICH BEARS N73°58'56"E, 20.51 FEET; THENCE CONTINUING ALONG SAID HIGHWAY RIGHT OF WAY N72°20'42"E, 713.00 FEET; THENCE S00°13'31"E PARALLEL WITH SAID WEST SECTION LINE, 1186.38 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION 30; THENCE 89°43'02"W ALONG SAID 1/4 LINE 700.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE RIGHT OF THE PUBLIC AND ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED OR DEEDED FOR STREET, ROAD, OR HIGHWAY PURPOSES.  
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

LIBER 4785 PAGE 0744  
DELIVERED TO CALHOUN COUNTY  
Received 11/09/2023 08:26:15 AM  
Recorded 11/09/2023 08:27:06 AM  
Kimberly A. Hinkley  
CALHOUN COUNTY REGISTER OF DEEDS  
RECEIPT #: 202300  
\$30.00 NOTICE OF COMMENCEMENT  
\$0.00 Tax Certificate Fee

(NON-RESIDENTIAL)  
**NOTICE OF COMMENCEMENT**  
(Pursuant to P.A. 497 of 1980, as amended)

NOTICE is hereby given, by the undersigned, of commencement of improvements, contracted for by the owner or lessee, to real property in the State of Michigan, County of Calhoun and described as follows:

1. 122048—FCIP SOUTH PARK PHASE 2A

SEE ATTACHED LEGAL DESCRIPTION

2. THE name, address and capacity of the owner or lessee, of the real property, contracting for the improvement is:  
FCIP South Park 2, LLC, 7410 Aspect Dr Ste 100, Granger, IN 46530

3. THE name and address of the fee owner of aforesaid real property is:  
N/A

4. THE name and address of the Designee of the party recited in Section 2 above is:  
Jeff Smoke, Managing Director & Principal, FCIP South Park 2, LLC, 7410 Aspect Dr Ste 100, Granger, IN 46530

5. THE name and address of the General Contractor is:  
Wolverine Building Group, 4045 Barden SE, Grand Rapids, MI 49512

"To lien claimants and subsequent purchasers:

Take notice that work is about to commence on an improvement to the real property described in this instrument.

A person having a construction lien may preserve the lien by providing a Notice of Furnishing to the above-named designee and the general contractor, if any, and by timely recording a claim of lien, in accordance with law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in a claim of lien.

A copy of this notice with an attached form for notice of furnishing may be obtained upon making a written request by certified mail to the above-named owner or lessee; the designee; or the person with whom you have contracted."

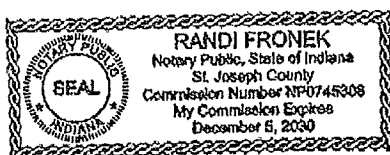
The undersigned owner or lessee verifies that the foregoing information is true and correct.

IN WITNESS WHEREOF, the undersigned sets their hand and seal this 8<sup>th</sup> day of November

STATE OF Indiana  
COUNTY OF St. Joseph ss.

Jeffrey Smoke (L.S.)  
Jeff Smoke, Managing Director & Principal  
FCIP South Park 2, LLC

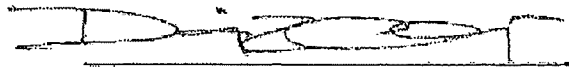
The foregoing instrument was acknowledged before me on Nov. 8, 2023 by Jeff Smoke, Managing Director & Principal of FCIP South Park 2, LLC.



Randi Fronek  
Notary Public, St. Joseph County, Indiana  
My Commission expires: December 6, 2030

STATE OF MICHIGAN  
COUNTY OF KENT

ss.

 (L.S.)

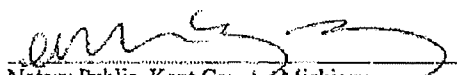
Daniel Zilzer, Senior Project Manager  
Wolverine Building Group

The foregoing instrument was acknowledged before me on



11-8-23

by Daniel Zilzer, Senior Project Manager of  
Wolverine Building Group.

  
Notary Public, Kent County, Michigan  
My Commission expires: March 13, 2025

**THIS NOTICE PREPARED BY:**

Emma Lazarus  
Wolverine Building Group  
4045 Barden SE  
Grand Rapids, MI 49512

EMMA LAZARUS  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF KENT  
My Commission Expires March 13, 2025

**WHEN RECORDED RETURN TO:**

Emma Lazarus  
Wolverine Building Group  
4045 Barden SE  
Grand Rapids, MI 49512

NOTE: A COPY OF THIS NOTICE SHALL BE KEPT POSTED ON THE ABOVE-DESCRIBED PROPERTY.





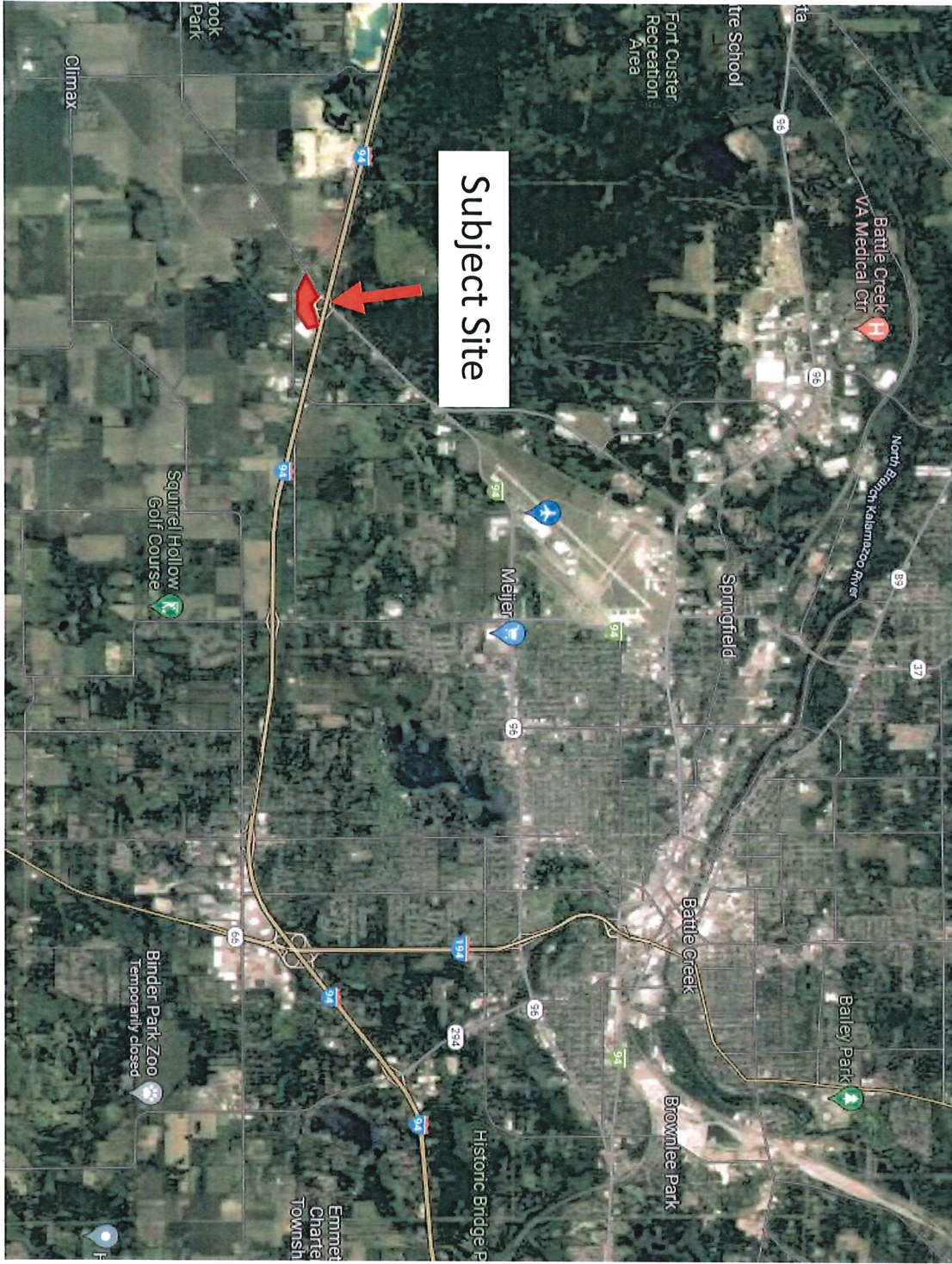
# FCIP South Park II

BATTLE CREEK, MI



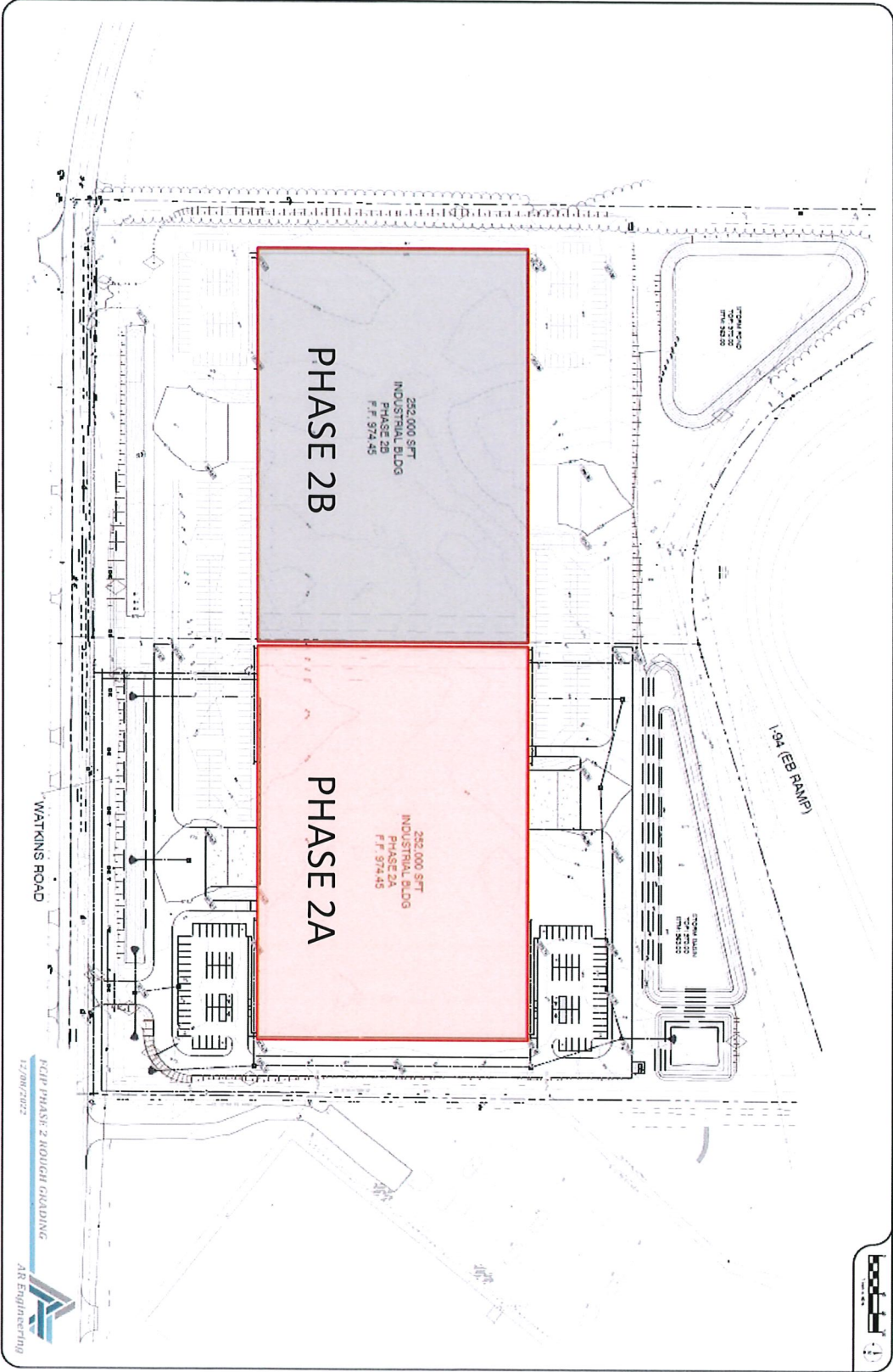


Site Location

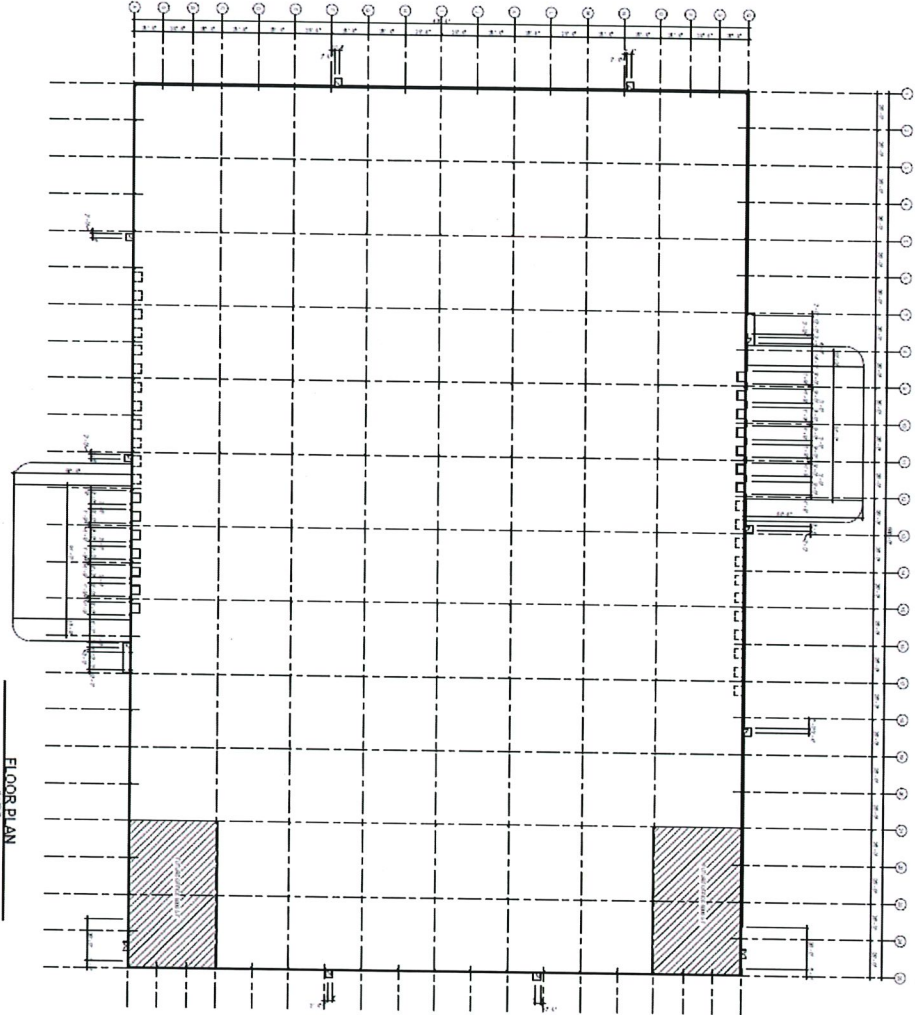




Phased Site Plan



Building Floor Plan



NOT FOR CONSTRUCTION

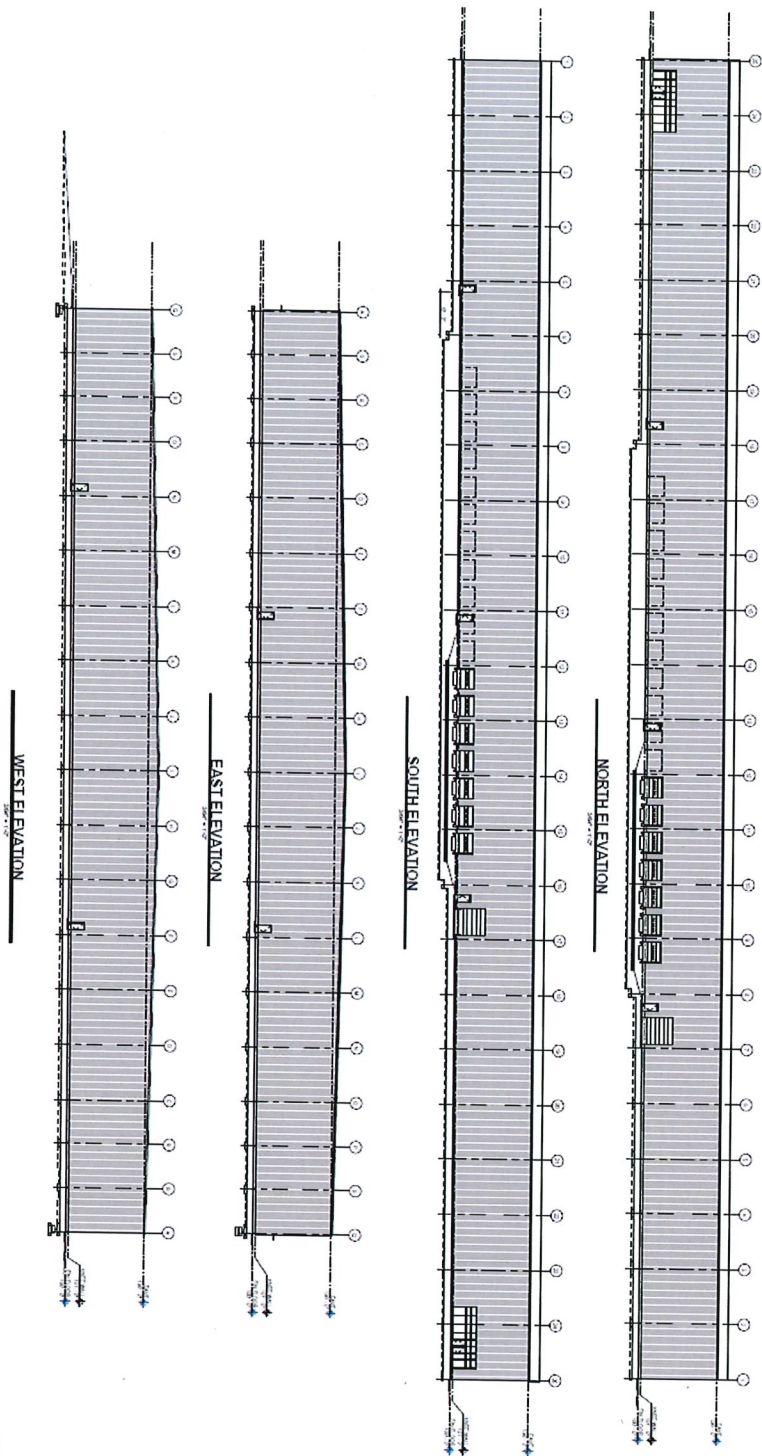
Floor Plan  
A101

FCIP SOUTH PARK - PHASE 2A

**WOLVERINE**  
BUILDING GROUP

4000 Southfield  
Farmington Hills, MI 48334  
Phone: 248.846.2200  
Fax: 248.846.4211

# Building Elevations



NOT FOR CONSTRUCTION

STATION ELEVATION  
A201

FCIP SOUTH PARK - PHASE 2A

Owner: Wolverine  
1234 Wolverine Ave.  
Battle Creek, MI 49816

**WOLVERINE**  
BUILDING GROUP  
1234 Wolverine Ave.  
Battle Creek, MI 49816  
Phone: 616-555-1234  
Fax: 616-555-1235

DATE: 10/1/2011  
DRAWN BY: J. Smith  
CHECKED BY: M. Jones

PROJECT NO.: A201  
SHEET NO.: 101  
PROJECT NAME: FCIP SOUTH PARK - PHASE 2A



## Class-A Industrial Site | Battle Creek, MI

### Building Specifications

Site Area	17.3 acres
Total SF	252,000 SF (expandable to 504,000 SF w/ addition of Phase 2B)
Office Space	Dependent on Tenant Need
Parking Spaces	114 spaces (228 with addition of Phase 2B)
Clearance Height	32' Inside Clear (36' Eave)
Construction	Pre-Engineered Steel Building
Dock Doors	14 Docks with additional 24 Dock Punch Outs
Overhead Doors	2 OH doors
Column Spacing	50' x 50' on Main Floor and 50' x 60' at Dock Walls
Fire Suppression	ESFR
Electrical Service	Up to 25,000+ Amp / 480V / 3 Phase (Available) (Consumer Energy High Power 132KVA)
Lighting	Motioned LED Interior – LED Light Lighting - 35' Candles
Floors	6" Concrete + Determined by Tenant Needs
Climate Control	HVAC (Office) – Thermo Cycler Heating and Large Fans (Warehouse)
ADDITIONAL INFO	



## Industrial Development District #40

Approved by the Battle Creek City Commission on July 21, 2020



## **Resolution 158**

A Resolution establishing Industrial Development District No. 40.

**BATTLE CREEK, MICHIGAN - 7/21/2020**

### **Resolved by the Commission of the City of Battle Creek:**

The City Commission of the City of Battle Creek held a public hearing on July 21, 2020, at 7:00 PM in the City Commission Chambers, City Hall, Battle Creek, Michigan, for the purpose of hearing all persons interested in a proposal to establish an Industrial Development District under Act 198 of the Public Acts of 1974 of the State of Michigan, and has given the owners of property within the proposed District and residents and taxpayers of the City of Battle Creek an opportunity to appear and be heard; and

The City of Battle Creek is desirous of designating said property as Industrial Development District. No. 40 under the terms of said Act; and now

1. The City of Battle Creek finds and determines that the proposed Industrial Development District meetings the requirement of said Act and the City of Battle Creek meets the requirements of eligibility to establish said District.
2. The City Commission of the City of Battle Creek does hereby declare the following described real property located within the City of Battle Creek as Industrial Development District No. 40.

#### **Parcel 1:**

BC TWP SEC 30 T2S R8W COMM ON N LINE OF SEC 30 S 89 DEG 53 MIN 16 SEC E 1571.09 FT FROM NW COR OF SD SEC TH S 89 DEG 53 MIN 16 SEC E ALG SD N SEC LINE 2477.72 FT TO WLY ROW OF GTW RR TH S 39 DEG 21 MIN 22 SEC W 1327.36 FT TH S 89 DEG 44 MIN 26 SEC W 21.42 FT TH S 39 DEG 21 MIN 22 SEC W 574.57 FT TO SWLY ROW LINE OF GWT RR & NLY ROW OF HWY I-94 TH N 75 DEG 40 MIN 18 SEC W ALG SD NLY ROW OF I-94 A DISTANCE OF 1225.09 FT TH N 27 DEG 50 MIN 55 SEC W ALG NLY ROW 747.76 FT TH N 44 DEG 4 MIN 2 SEC E 248.98 FT TH S 45 DEG 55 MIN 58 SEC E 50 FT TH N 44 DEG 4 MIN 2 SEC E 120 FT TH N 45 DEG 58 MIN 58 SEC W 200 FT TO SELY ROW OF CLIMAX RD TH N 44 DEG 4 MIN 2 SEC E 197.31 FT TO POB 60 ACRES M/L (Parcel No. 0080-00-210-0)

#### **Parcel 2:**

SEC 30 T2S R8W COMM ON N LINE SD SEC S 89 DEG 53 MIN 16 SEC E 1571.09 FT FROM NW COR SD SEC - S 44 DEG 04 MIN 02 SEC W ALG ELY ROW LINE OF COLUMBIA AVE 317.31 FT TO TRUE POB - CONT S 44 DEG 04 MIN 02 SEC W 200 FT TO NLY ROW LINE OF HWY I-94 -S 27 DEG 50 MIN 55 SEC E ALG SAID NLY ROW LINE 157.79 FT - N 44 DEG 04 MIN 02 SEC E 248.98 FT - N 45 DEG 55 MIN 58 SEC W 150 FT TO POB (Parcel No. 0080-00-590-0)

#### **Parcel 3:**

BC TWP SEC 30 T2S R8W PART OF NW 1/4 DESC AS COMM NW COR OF SD SEC - S 89 DEG 53 MIN 16 SEC E ALG N SEC LI 1571.09 FT - S 44 DEG 04 MIN 02 SEC W ALG ELY LI OF B. L. 94 DIST OF 197.31 FT TO TRUE POB - S 45 DEG 55 MIN 58 SEC E 200 FT - S 44 DEG 04 MIN 02 SEC W 120 FT - N 45 DEG 55 MIN 58 SEC W 200 FT - S 44 DEG 04 MIN 02 SEC W ALG SD C/L DIST OF 120 FT TO POB CONT 0.55 A (Parcel No. 0080-00-630-0)

#### **Parcel 4:**

BC TWP SEC 19 T2S R8W COMM AT A PT 1575.23 FT E OF SW COR SEC 19 - S 89 DEGS 53 MIN 15 SEC E 176.18FT - N 0 DEGS S 07 MIN E 182.92FT TO SLY LI OF COLUMBIA AVE - S 44 DEGS 04 MIN W ALG SD SLY LI 253.85 FT TO POB (Parcel No. 0069-00-300-0)

#### **Parcel 5:**



PART OF W ½ OF SE ¼ OF SEC 19, T2S R8W, LYING SELY OF PLAT OF NEW TOWN ADD & NWLY OF CNRR ROW: BEG S LI OF SD SEC DIST 198.37 FT DUE EAST OF S ¼ POST OF SD SEC, SD POB BEING SE COR OF LOT 12 OF PLAT OF NEW TOWN GROVE – NLY ALG ELY LI OF SD PLAT OF NEW TOWN GROVE THE FOLLOWING COURSES: N 00° 37' W 551.79 FT – N 44° 03' E 209.45 FT – N 45° 57' W 258.80 FT TO END OF COURSES ALG ELY LI OF SD NEW TOWN GROVE – N 44° 03' E ALG SLY LI OF NEWTOWN AVE DIST OF 396 FT – S 45° 57' E ALG SWLY LI OF LOT 54 OF PLAT OF NEW TOWN ADD DIST OF 264 FT – N 44° 03' E ALG SELY LI OF LOTS 54, 55 & 56 OF SD PLAT DIST OF 198 FT – S 44° 03' E 100 FT – N 45° 57' E 132 FT – N 44° 03' W 100 FT – N 44° 03' E ALG SELY LI OF LOTS 59, 60, 61 & 62 DIST OF 264 FT – S 45° 57' E ALG EXT OF SWLY LI OF LOT 63 OF SD PLAT DIST OF 200 FT – N 44° 03' E 141.19 FT± - SLY ALG E LI OF SD W ½ OF SE ¼ OF SEC 19 DIST OF 1302.07 FT± - SWLY ALG NWLY LI OF CNRR ROW (66 FT WIDE) DIST OF 38.38 FT± - DUE W ALG S LI OF SD SEC 19 DIST OF 1093.19 FT± TO POB, CONT 28.93 AC (Parcel No. 0619-45-500-0)

Parcel 6:

PART OF E ½ OF SE ¼ OF SEC 19, T2S R8W, LYING SELY OF PLAT OF NEW TOWN ADD & NWLY OF CNRR ROW, MORE PARTICULARLY DESC AS FOLLOWS: BEG E LI OF SD SEC DIST S 00° 35' E 559.66 FT FROM E ¼ POST OF SD SEC - N 89° 53' W 507.18 FT – N 45° 57' W DIST OF 336 FT – S 44° 03' W ALG SLY LI OF PLAT OF NEW TOWN ADD & ITS EXT 858 FT TO ELY MOST COR OF LOT 68 OF SD PLAT – S 45° 57' E DIST OF 200 FT – S 44° 03' W 255 FT± TO W LI OF E ½ OF SE ¼ OF SD SEC – SLY ALG SD W LI TO NLY LI OF CNRR MAINLINE ROW – NELY 2125 FT± ALG SD NLY LI TO E LI OF SD SEC – N 00° 35' W 400 FT± TO POB, CONT 36.55 AC, SUBJ TO HWY EASE OVER ELY 33 FT THEREOF (Parcel No. 0619-47-700-0)

Parcel 7:

BC TWP 19 T2S R8W BEG ON E & W 1/4 LI DIST N 89 DEG 53 MIN W 564.72 FT FROM E 1/4 POST - N 45 DEG 57 MIN W 163.27 FT - S 44 DEG 03 MIN W 360 FT - S 45 DEG 57 MIN E 600 FT - S 89 DEG 53 MIN E 507.18 FT - N 00 DEG 35 MIN W ALG E SEC LI 66 FT - N 89 DEG 53 MIN W 250 FT - N 00 DEG 35 MIN W 189.08 FT - N 45 DEG 57 MIN W 442.43 FT TO POB (Parcel No. 0069-00-240-0)

Parcel 8:

BC TWP SEC 30 T2S R8W ALL OF NW 1/4 SD SEC & W 1/2 OF NE 1/4 AS OCCUPIED LYING SLY OF I-94 & C/L OF CLIMAX RD EXC RR R/W & EXC BEG 747 E OF W 1/4 POST - N 470 FT - E 470 FT - S 470 FT - W 470 FT TO POB CONT 84.82 A M/L SUBJ TO 80 FT EASE FOR CLIMAX RD & EASE FOR WATKINS RD Commonly known as Watkins Road. (Parcel No. 0080-00-360-0)

Parcel 9:

SEC 30 T2S R8W PART OF NW 1/4 OF SD SEC: COMM AT PT ON E & W 1/4 LI OF SD SEC DIST S 89 DEG 56 MIN 58 SEC E 747 FROM W 1/4 POST OF SD SEC - CONTN S 89 DEG 56 MIN 58 SEC E ALG SD E & W 1/4 LI 470 FT - N 00 DEG 03 MIN 02 SEC E 470 FT - N 89 DEG 56 MIN 58 SEC W 470 FT - S 00 DEG 03 MIN 02 SEC W 470 FT TO POB, CONT 5.07 A, SUBJ TO HWY EASE OVER SLY 33 FT THEREOF, SUBJ TO EASE OF RECORD (Parcel No. 0080-00-650-0)

This resolution establishes Industrial Development District No. 40.

I, Victoria Houser, City Clerk of the City of Battle Creek, hereby certify the above and foregoing is a true and correct copy of a Resolution adopted by the Battle Creek City Commission at a Regular meeting held on July 21, 2020.

*Victoria L. Houser*

Victoria Houser

Battle Creek City Commission  
7/21/2020  
**Action Summary**

**Staff Member:** Steven M. Hudson, City Assessor  
**Department:** Assessing

**SUMMARY**

A Resolution establishing Industrial Development District No. 40.

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

Battle Creek Unlimited on behalf of the Battle Creek TIFA, has requested the establishment of a new Industrial Development District.

A copy of the letter from Battle Creek Unlimited and a map showing the proposed district is attached.

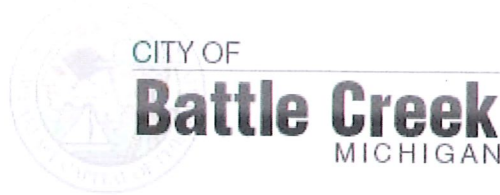
**DISCUSSION OF THE ISSUE**

**POSITIONS**

**ATTACHMENTS:**

File Name	Description
<a href="#">Request for IDD - I-94 North and I-94 South.pdf</a>	BCU IDDistrict Request
<a href="#">Proposed IDD 40.pdf</a>	Map of Proposed IDD #40





## **Agenda: Battle Creek City Commission**

Meeting Date: July 21, 2020- 7:00 PM

Location: Virtual Meeting

Chair: Mayor MarkA. Behnke

Title: TO PARTICIPATE IN PUBLIC COMMENT: Zoom Telephone Number: 312-626- 6799. The caller will be prompted to enter the meeting ID number: 967 7957 7991. The caller will be placed into a virtual "waiting room" until it is their time to speak during public comment.

\*\*\*\*\*

### **RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA**

**Resolution 158:** A Resolution establishing Industrial Development District No. 40.

Motion to Approve Moved By: CHRISTOPHER SIMMONS

Supported By: SHERRY SOFIA

Comm. Flores shared that she had social and environmental concerns with the project, noting the north side of the property was adjacent to wooded and residential properties, stating the City Manager assured her any social or environmental impacts would be considered with the project.

Ayes: BALDWIN, FARIS, FLORES, GRAY, BEHNKE, GRIFFIN, LANCE, SIMMONS, SOFIA

**MOTION PASSED**



Resolution

NO. 413

A Resolution making permanent Temporary Traffic Control Order (TTCO) #1734.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the City Manager is authorized to approve and make permanent the temporary Traffic Control Orders at locations as notes in the attached TTCO #1734.

---

Battle Creek City Commission

4/16/2024

**Action Summary**

**Staff Member:** Darren Campbell, Traffic Engineering Manager

**Department:** Traffic Engineering

**SUMMARY**

A Resolution making permanent Temporary Traffic Control Order (TTCO) #1734.

**BUDGETARY CONSIDERATIONS**

Not applicable.

**HISTORY, BACKGROUND and DISCUSSION**

The attached TTCO has been in effect for at least sixty (60) days and is recommended for approval to permanent status. The Traffic Engineering staff has verified the need for this modification and appropriate controls have been installed.

**TTCO #1734**

Establishment of a no parking zone adjacent to a recently installed on-street ballot box on Beckwith Drive.

*Based on a request from the City Clerk's office.*

**DISCUSSION OF THE ISSUE**

## **POSITIONS**

The Public Works Department supports this Resolution.

---

### ATTACHMENTS:

File Name	Description
📎 1734_-_Beckwith_Dr._Parking_Restrictions.pdf	TTCO #1734

# *Department of Public Works*



**To:** Victoria L. Houser, City Clerk  
**From:** Darren Campbell, Traffic Engineering Manager  
**Date:** January 24, 2024  
**Re:** Beckwith Dr. Parking Restrictions TTCO #1734

---

Pursuant to the provisions set forth in Section R 28.1153 of the Uniform Traffic Code, the following regulations will become effective upon modification of the appropriate traffic control devices:

THAT, the south side of Beckwith Drive, starting at a point 215 feet east of the centerline of Capital Avenue, traveling east for 20 feet be designated as “No Parking Except For Drop Box Use”

THAT, this temporary traffic control order hereby rescinds and supersedes all previous traffic control orders referring to the above locations.

The traffic control devices will be modified in accordance with the provisions set forth in the “Michigan Manual of Uniform Traffic Control Devices.”

Cc: Rebecca Fleury, City Manager  
Shannon Bagley, Chief of Police  
Ron Worthington, Signs and Signals Supervisor



Resolution

NO. 414

A Resolution seeking authorization regarding a contract for Sig Sauer rifles for the City of Battle Creek Police Department from Acme Sports, Inc., in an estimated, after trade-in amount, of \$55,472.00 with unit prices prevailing.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the City Manager is authorized to execute Contract No. 2024-071C with Acme Sports, Inc., for Sig Sauer rifles for the Police Department in an estimated, after trade-in amount, of \$55,472.00 with unit prices prevailing which will be charged to GL#: 101.14.3290.727 .480.

24 New Sig Sauer Rifles and Accessories	\$81,672.00
Less Trade in Value of Used Rifles and Accessories	<u>(\$26,200.00)</u>
Net Amount	\$55,472.00

---

Battle Creek City Commission

4/16/2024

**Action Summary**

**Staff Member:** Nils Vos, Senior Buyer

**Department:** Purchasing

**SUMMARY**

A Resolution seeking authorization regarding a contract for Sig Sauer rifles for the City of Battle Creek Police Department from Acme Sports, Inc., in an estimated, after trade-in amount, of \$55,472.00 with unit prices prevailing.

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

Following Resolution No. 463, dated August 9, 2022, which authorized the purchase of Sig Sauer handguns from Acme Sports, Inc., the Police Department has successfully transitioned to this brand. The Department is impressed with the quality and performance of Sig Sauer firearms, and, for consistency, requests to keep the same brand for the rifle purchase.

Acme Sports, Inc. is the authorized distributor for the Sig Sauer firearms for our area making competitive bidding not feasible for this particular brand. The attached memo from Police Chief Shannon Bagley provides further details and recommendation for this purchase.

The City's Administrative Code provides exceptions to the sealed bid requirement when it is in the City's best interest to do so but requires City Commission approval for purchases exceeding \$50,000 and for surplus sales that exceed \$10,000.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

---

#### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
❏ Contract_Draft.pdf	Draft Contract
❏ Memo.pdf	Shannon Bagley Memo

**CITY OF BATTLE CREEK  
AGREEMENT FOR SERVICES  
No. 2024-071C  
Sig Sauer Rifles**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of April, 2024, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "CITY," and ACME Sports, Inc., hereinafter referred to as the "Contractor."

**I. SCOPE OF SERVICES**

Per the attached proposal dated January 29, 2024.

**II. COMPENSATION AND METHOD OF PAYMENT**

If the City accepts the products described in the attached proposal, the City will pay the Contractor \$81,672.00 less the trade-in value estimated at (\$26,200.00).

24 New Sig Sauer rifles and accessories	\$81,672.00
Less trade-In of current rifles and accessories	<u>(\$26,200.00)</u>
Net Payment Amount	\$55,472.00

The City will pay the Contractor following the submission of itemized correct invoice(s) for the products delivered less trade-in value. Payment will be made within 30 days upon receipt of a correct invoice. Expenses shall be billed at cost without markup, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates.

**III. DURATION, TERMINATION, RENEWAL**

The Contractor shall deliver the products and accept trade-in of current rifles to the satisfaction of the City in accordance with the attached proposal. The term of this Agreement shall be until project completion unless terminated or canceled as otherwise provided herein.

This Agreement may be terminated at any time by mutual written consent, or by the City with or without cause, upon giving thirty (30) days written notice. The City reserves the right to immediately terminate the whole or any part of this Agreement due to failure of Contractor to carry out any term, promise, or condition of this Agreement. If this Agreement is terminated, the City shall be liable only for payment for authorized services rendered and accepted material received by the City before the effective date of termination.

**Termination for cause:** The City may, by written notice to the Contractor, cancel this agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City.

The City also reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term, or condition of the contract. The City shall issue written notice to the contractor for any of the following circumstances:

- A. The contractor fails to adequately perform the services set forth in the specifications of the contract:
- B. The contractor fails to make progress in the performance of the contract or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten calendar days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

1. Cancel any contract:
2. Reserve all rights or claims to damage for breach of any covenant of the Contract:
3. In case of default, the City reserves the right to complete the required work. The City may recover reasonable excess cost from the contractor by any remedies as provided by law.

**Termination for Convenience:** The City may terminate this contract at any time for any reason by giving at least 30 days' notice in writing to Contractor. If the contract is canceled by the City as provided herein, the Contractor will be paid a fair payment as negotiated with the City for the work completed or goods received as of the date of termination.

#### **IV. ENFORCEMENT, LAWS AND ORDINANCES**

This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

**VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

**GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

#### **V. INDEPENDENT CONTRACTOR**

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party.

The Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

The City will not provide any insurance coverage to the Contractor including Workers' Compensation coverage.

#### **VI. MODIFICATIONS**

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

#### **VII. WAIVER**

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other that is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

#### **VIII. INDEMNIFICATIONS**

Contractor shall indemnify, defend, and hold harmless the City of Battle Creek, from any and all claims, demands, suits, actions, proceedings, loss, cost, and reasonable attorney's fees and/or litigation expenses arising or alleged to have arisen out of any negligent act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this agreement. The Contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the City, or its employees.



The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

## **IX. INSURANCE**

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy. The City of Battle Creek shall be listed as an additional insured on all general liability coverages, and shall be provided verification. Sole proprietors are not required to have workers' compensation coverage.

General Liability	\$1,000,000
Worker's Compensation	\$ 100,000 or statute

- B. Obtain and keep in force throughout the life of the agreement, policies of automobile liability insurance containing combined limits of personal injury and property damage of not less than the amounts required by the State of Michigan and covering any vehicle that is used in connection with the performance of services contemplated by this Agreement.

## **X. MISCELLANEOUS PROVISIONS (where applicable)**

- A. No assignment of this Agreement or subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subcontracts shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- B. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information must be referred to the City.
- C. All services, information, computer program elements, reports, and other deliverables that are created under this Agreement shall be the property of the City and shall not be used by the Contractor or any other person except with the prior written permission of the City. The City shall hold the copyright to any copyrightable material. Patents for any item created under this contract shall be assigned to the City.
- D. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
- E. The Contractor, with regard to the work performed during this contract, agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply

with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

F. **WARRANTY:** Where applicable, Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

G. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the City of Battle Creek and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements. In cases of conflicts between this contract and any attached or referenced documents, this contract shall prevail.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).**

**I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.**

**CITY OF BATTLE CREEK:**

**CONTRACTOR:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

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

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

\_\_\_\_\_  
Approval as to form

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

## ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORM

### I. YOUR FIRM'S BACKGROUND:

Is your firm an MBE (at least 51% minority ownership)? ☐ YES ☐ NO

Is your firm a WBE (at least 51% woman ownership)? ☐ YES ☐ NO

Are you subcontracting any part of this project? ☐ YES ☐ NO

### II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE Y / N	WBE Y / N	Approximate dollar value



## ACME SPORTS, INC.

P.O. Box 432

800 E. Tipton Street

SEYMOUR, INDIANA 47274

Ph. (812) 522-4008 Fax (812) 522-4009

Email: acmesports@comcast.net

Date: 1/29/2024

PO#:

Subject:

Agency Rifle Quote

To: Battle Creek Police Dept.--MI

Part Number	Description	Quantity	Cost	Total
WRMCX-556N-11B-LT-MGA	SIGMCX, 5.56 NATO, SBR, 11.5IN, BLK, AUTO, TELE FOLD STOCK, (1) 30RD MAG	24	\$2,009.00	\$48,216.00
SLX556C-QD	SUPPRESSOR, SLXC, 5.56MM, INC, QD, COMPACT	24	\$999.00	\$23,976.00
SOR81001	ROMEO8H RED DOT SIGHT, BALLISTIC CIRCLE DOT, 0.5 MOA ADJ, CR123A, HEX BOLT MOUNT, BLACK	24	\$395.00	\$9,480.00
				<b>\$81,672.00</b>
	<b>Trade In</b>			
516	Sig Sauer 516 5.56mm Auto In Good Working Condition	24	\$600.00	\$14,400.00
GT-5	GSL GT-5 5.56mm Silencers	29	\$300.00	\$8,700.00
PRO	Aimpoint PRO Optics In Good Working Condition	16	\$175.00	\$2,800.00
Romeo5	Sig Sauer Romeo 5 Optics In Good Working Condition	4	\$75.00	\$300.00
				<b>\$26,200.00</b>



# CITY OF BATTLE CREEK

POLICE DEPARTMENT – OFFICE OF THE CHIEF

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TO: Chris Huff, Purchasing Agent

FROM: Chief Shannon Bagley

DATE: March 27, 2024

SUBJECT: Sig Sauer MCX Rifle Purchase

---

BCPD wishes to purchase twenty-four Sig Sauer MCX rifles along with new electronic optics, and noise suppression devices for the Emergency Response Team (ERT). These new items will replace aging items in current use. This purchase will increase the capability and sustainability of ERT in the performance of its duties.

ACME Sports Inc., is a registered vendor with the City of Battle Creek. Alternate quotes were not been obtained due to a 'non-compete policy' among Sig Sauer Law Enforcement dealers, imposed by the manufacturer.

The rifles in use by ERT are intended to be traded into the vendor. In doing so, the final cost of the purchase will be significantly reduced. Pending approval, the Department has the funds allocated for the purchase. The GL String is as follows:

**101.14.3290.727.480.**

A handwritten signature in black ink, appearing to be "S. Bagley", is written over a light blue circular watermark of the Battle Creek Police Department seal.

---

Chief Shannon Bagley



**ACME SPORTS, INC.**

P.O. Box 432

800 E. Tipton Street

SEYMOUR, INDIANA 472274

Ph. (812) 522-4008 Fax (812) 522-4009

Email: [acmesports@comcast.net](mailto:acmesports@comcast.net)

Date: 1/29/2024

PO#:

Subject: Agency Rifle Quote

To: Battle Creek Police Dept.--MI

Part Number	Description	Quantity	Cost	Total
WRMCX-556N-11B-LT-MGA	SIGMCX, 5.56 NATO, SBR, 11.5IN, BLK, AUTO, TELE FOLD STOCK, (1) 30RD MAG	24	\$2,009.00	\$48,216.00
SLX556C-QD	SUPPRESSOR, SLXC, 5.56MM, INC, QD, COMPACT	24	\$999.00	\$23,976.00
SOR81001	ROMEO8H RED DOT SIGHT, BALLISTIC CIRCLE DOT, 0.5 MOA ADJ, CR123A, HEX BOLT MOUNT, BLACK	24	\$395.00	\$9,480.00
Trade In				<b>\$81,672.00</b>
516	Sig Sauer 516 5.56mm Auto In Good Working Condition	24	\$600.00	\$14,400.00
GT-5	GSL GT-5 5.56mm Silencers	29	\$300.00	\$8,700.00
PRO	Aimpoint PRO Optics In Good Working Condition	16	\$175.00	\$2,800.00
Romeo5	Sig Sauer Romeo 5 Optics In Good Working Condition	4	\$75.00	\$300.00
				<b>\$26,200.00</b>





Resolution

NO. 415

A Resolution seeking authorization to issue a purchase order for Airfield Lighting Constant Current Regulators to Cooper Crouse-Hinds, LLC in a not-to-exceed amount of \$63,764.88 plus shipping costs.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the City Manager or her designee is authorized to issue a purchase order for Airfield Lighting Constant Current Regulators to Cooper Crouse-Hinds, LLC in a not-to-exceed amount of \$63,764.88 plus shipping costs, which will be paid from account 580.20.5384.972.020, General Equipment, and Machinery.

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Nils Vos, Senior Buyer

**Department:** Purchasing

**SUMMARY**

A Resolution seeking authorization to issue a purchase order for Airfield Lighting Constant Current Regulators to Cooper Crouse-Hinds, LLC in a not-to-exceed amount of \$63,764.88 plus shipping costs.

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

The attached memo from Miles Weaver, Assistant Aviation Director, explains the reasons for not bidding this project out, and awarding to Cooper Crouse-Hinds, LLC is in the best interest of the City. I support this process.

The City's Administrative Code allows exceptions for purchases outside of the competitive sealed bidding process for in case of emergency repairs or replacements and when such procedures are deemed unnecessary and burdensome and not in the best interests of the City by the City Manager. This is such a case; however, City Commission approval is required on purchases that exceed \$50,000.

## **DISCUSSION OF THE ISSUE**

## **POSITIONS**

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### ATTACHMENTS:

	File Name	Description
📎	Quote.pdf	Vendor Proposal
📎	Constant_Current_Regulator_Upgrade_Justification.pdf	Miles Weaver Memo





Powering Business Worldwide

Cooper Crouse-Hinds, LLC  
Airport Lighting  
1200 Kennedy Road  
Windsor, CT 06095  
Phone: (860) 683-4300  
Fax: (860) 683-4354  
www.chalp.com

**Sold-to address**

CITY OF BATTLE CREEK  
BATTLE CREEK EXECUTIVE AIRPORT  
15551 SOUTH AIRPORT ROAD  
BATTLE CREEK MI 49015-8661  
US

**Ship-to address**

CITY OF BATTLE CREEK  
BATTLE CREEK EXECUTIVE AIRPORT  
15551 SOUTH AIRPORT ROAD  
BATTLE CREEK MI 49015-8661  
US

**Incoterms:** Pre-Paid FCA ORIGIN PLANT

**Payment Terms:** Cash In Advance

## Customer Quotation

Quotation Number    Date  
**23304044**            **02/16/2023**  
Customer Number  
**12230**  
Prepared By  
**Kimberley Pelletier**  
Validity period  
**02/16/2023 to 04/30/2024**  
Sales Representative  
**900000012 / NERSM JIM TEIXEIRA**  
Customer Service Contact  
**NEPA KIM PELLETIER**

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
<b>Cust.item    Catalog Number</b>						
<b>Cust.Material Number</b>						
10	1	EA	82960PRL-480-30-5-M-P PRO PWR CCR WITH INTERNAL ALCMS INTERFACE	ALP1000026	35,603.28	35,603.28
20	1	EA	82960PRM-480-20-5-M-P PRO PWR CCR WITH INTERNAL ALCMS INTERFACE	13525865	26,211.60	26,211.60
30	500	FT	10056-338 CABLE, TWISTED, SHIELDED,2 PR	11887657	3.90	1,950.00
<b>Product Subtotal</b>						<b>63,764.88</b>
<b>Final amount in USD</b>						<b>63,764.88</b>



# CITY OF BATTLE CREEK

## BATTLE CREEK EXECUTIVE AIRPORT AT KELLOGG FIELD



### INTEROFFICE MEMORANDUM

Date: March 25, 2024

To: Nils Vos, Senior Buyer

From: Miles Weaver, Assistant Aviation Director

Subject: Support for choosing Eaton Crouse-Hinds, LLC for a Constant Current Regulator Upgrade

This project is to upgrade the existing spare constant current regulator to purchase two regulators, one as a spare for a 5-step circuit (i.e. 5L/23R) and the other as a spare for a 3-step circuit (13/31, 5L/23R and taxiways). Eaton Crouse-Hinds is the vendor of choice for this project as all existing equipment was supplied by Eaton Crouse-Hinds. For compatibility to monitor via the Airfield Lighting Control and Monitoring System (ALCMS) and for maintenance services it is best to remain with the supplier of the existing equipment. Mead and Hunt, our engineering consultant, was contacted for concurrence, which they agreed. Constant current regulators regulate the output current to supply the precise amount of power that the airfield lighting requires to meet FAA standards, as well as provides monitoring information to maintenance personnel.

It is in the City's best interest to upgrade the spare constant current regulator with Eaton Crouse-Hinds because the existing spare constant current regulator, although it has been very reliable, is beyond its useful life and is not able to operate the largest airfield circuit properly. Eaton Crouse-Hinds is a leader in the airfield lighting sector and has been responsive to our inquiries for support of their systems and equipment. In addition, we have used Eaton Crouse-Hinds as a partner for airport lighting products, for the last 12 years.

The G/L string for this purchase is:  
580.20.5384.972.020 BCEA24-1



## Resolution

NO. 417

A Resolution seeking authorization for the City Manager to execute an agreement with the Michigan Department of Transportation (MDOT) permitting it temporary access to a portion of City-owned property, Parcel No. 13-52-2620-40-001-0, during MDOT's M-66 crosswalk reconstruction.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

### **Resolved by the Commission of the City of Battle Creek:**

That in order to facilitate the Michigan Department of Transportation's (MDOT) proposed reconstruction of an M-66 crosswalk, MDOT needs to temporarily access a City-owned parcel for grading and other improvements. MDOT would pay the City \$300 for granting this access.

Since the proposed improvements would benefit the City, the City Manager is authorized to execute the attached Acceptance of Offer and Consent to Grade agreement with the MDOT related to City parcel No. 13-52-2620-40-001-0, as well as any other necessary related documents as approved by the City Attorney.

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Battle Creek City Commission  
4/16/2024

### **Action Summary**

**Staff Member:** Marcel Stoetzel, Deputy City Attorney

**Department:** City Attorney

### **SUMMARY**

A Resolution seeking authorization for the City Manager to execute an agreement with the Michigan Department of Transportation (MDOT) permitting it temporary access to a portion of City-owned property, Parcel No. 13-52-2620-40-001-0, during MDOT's M-66 crosswalk reconstruction.

### **BUDGETARY CONSIDERATIONS**

MDOT will pay the City of Battle Creek \$300.00 for the temporary access.

### **HISTORY, BACKGROUND and DISCUSSION**

At its own expense, MDOT will be reconstructing the crosswalk within MDOT's right-of-way on M-66 between Michigan Avenue and Van Buren Street to improve crosswalk safety. MDOT intends to begin work in July 2025. MDOT is requesting to encroach upon City-owned property in order to perform the work. MDOT will pay the City \$300.00 for the temporary access to Parcel No. 13-52-2620-40-001-0, which contains a portion of the Battle Creek Linear Path between M-66 and Elm Street. MDOT will encroach upon this property no more than 55 feet from the property line that borders M-66.

If the City were to decline this access, then MDOT would abandon the improvement project.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

The City Engineer recommends approval.

---

### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
<input type="checkbox"/> Acceptance_of_Offer_and_Consent_to_Grade.pdf	Acceptance and Consent
<input type="checkbox"/> Good_Faith_Offer_to_Purchase.pdf	MDOT Offer

## Acceptance of Offer

The undersigned accept(s) the Michigan Department of Transportation's (MDOT's) offer of \$300.00 for the property described in MDOT's offer dated 03/21/2024. Furthermore, the undersigned agree(s) to the following terms and conditions set forth in the attached Addendum(a):

City of Battle Creek

Signature: \_\_\_\_\_ Signed Date: \_\_\_\_\_

Signatory Name: Rebecca Fleury

Signatory Title: City Manager

Witness Signature: \_\_\_\_\_ Witness Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

CONTROL SECTION 13032	JOB NUMBER 218784	PARCEL 7001
OWNER OF RECORD City of Battle Creek		
PROPERTY TAX CODE 13-52-2620-40-001-0		

## Addendum for Consent(s)

---

**PRICE:** The owner(s) agree(s) to grant the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of \$300.00 via the appropriate instrument(s).

**CONSENT TYPE(S):** Consent to Grade

**OCCUPANCY:** The owner(s) agree(s) to grant the Michigan Department of Transportation occupancy of the described property upon payment of the price listed above effective from start of project through completion of project.

**CONVEYANCE:** The owner(s) agree to deliver to MDOT the above cited consents subject to the following provision: This conveyance includes, but is not limited to, the right to any drainage structure replacement or repair; the right to remove trees, shrubs, and vegetation as necessary in the judgement of the Michigan Department of Transportation and the right of temporary occupancy by public utilities.

**SPECIAL PROVISIONS:** NONE

CONTROL SECTION 13032	JOB NUMBER 218784	PARCEL 7001
OWNER OF RECORD City of Battle Creek		
PROPERTY TAX CODE 13-52-2620-40-001-0		

**Legal Description: Consent to Grade****Station # 915+47.27 RT to 916+02.36 RT M-66 Legal Alignment**

All that part of the following described Tract "A" which lies within a parcel described as: Beginning at the Northwest corner of Section 7, Township 2 South, Range 7 West, City of Battle Creek, Calhoun County, Michigan; thence South 00°24'38" East 198.13 feet; thence North 89°35'22" East 400.91 feet to a point on the Southeasterly right-of-way line of Highway M-66 (N. Division Street) and the Point of Beginning of land herein described; thence North 23°54'32" East along said right-of-way 55.00 feet; thence South 37°28'50" East 62.65 feet; thence South 23°54'32" West 25.00 feet; thence North 66°05'28" West 55.00 feet to the Point of Beginning.

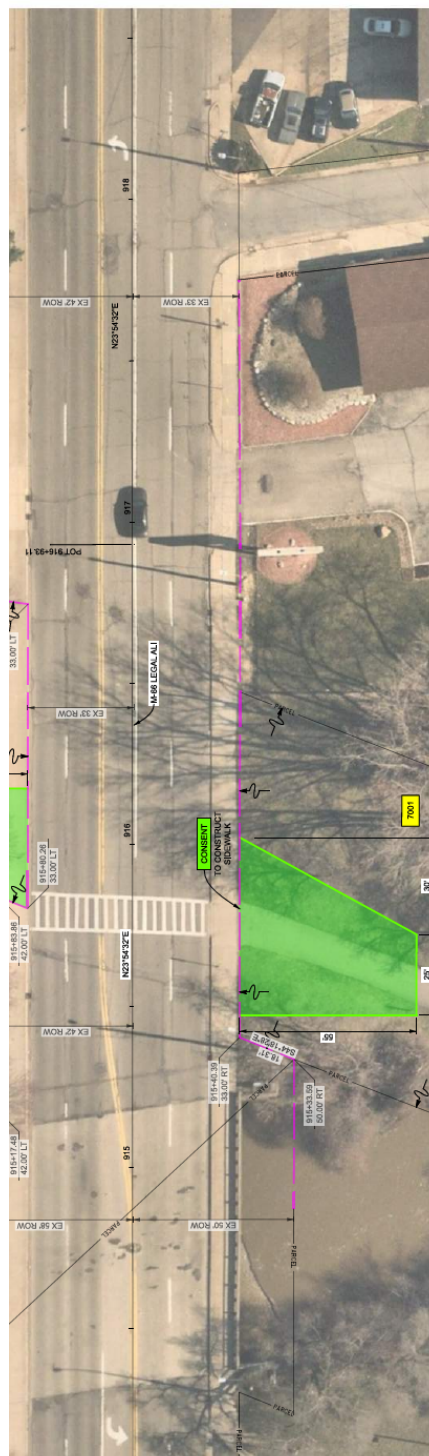
State Plane Grid and Distances with a combined scale factor of 0.999921217308, State Plane Distance / 0.999921217308 = Ground Distance.

The land described above for grading purposes contain 2,199 square feet, more or less.

Tract "A": East Battle Creek, part of Blocks 40 through 44, described as: Commencing at the Northeast corner of Lot 29 of the Assessor's Plat of Coleman's Supplement to East Battle Creek; thence Southerly along the West line of Elm Street 364.8 feet to the true Point of Beginning; thence continuing Southerly along said West line 185 feet; thence South 83° 34' 08" West 729.07 feet; thence South 80° 05' West 89.23 feet; thence North 69° 01' 38" West 716.6 feet; thence North 45° 09' West 280 feet; thence North 23° 27' East along the Easterly line of Division Street 109.31 feet; thence South 45° 09' East 250 feet to the Southerly bank of the Battle Creek River; thence Easterly along the Southerly bank of the Battle Creek River to the Point of Beginning.

CONTROL SECTION 13032	JOB NUMBER 218784	PARCEL 7001
OWNER OF RECORD City of Battle Creek		
PROPERTY TAX CODE 13-52-2620-40-001-0		

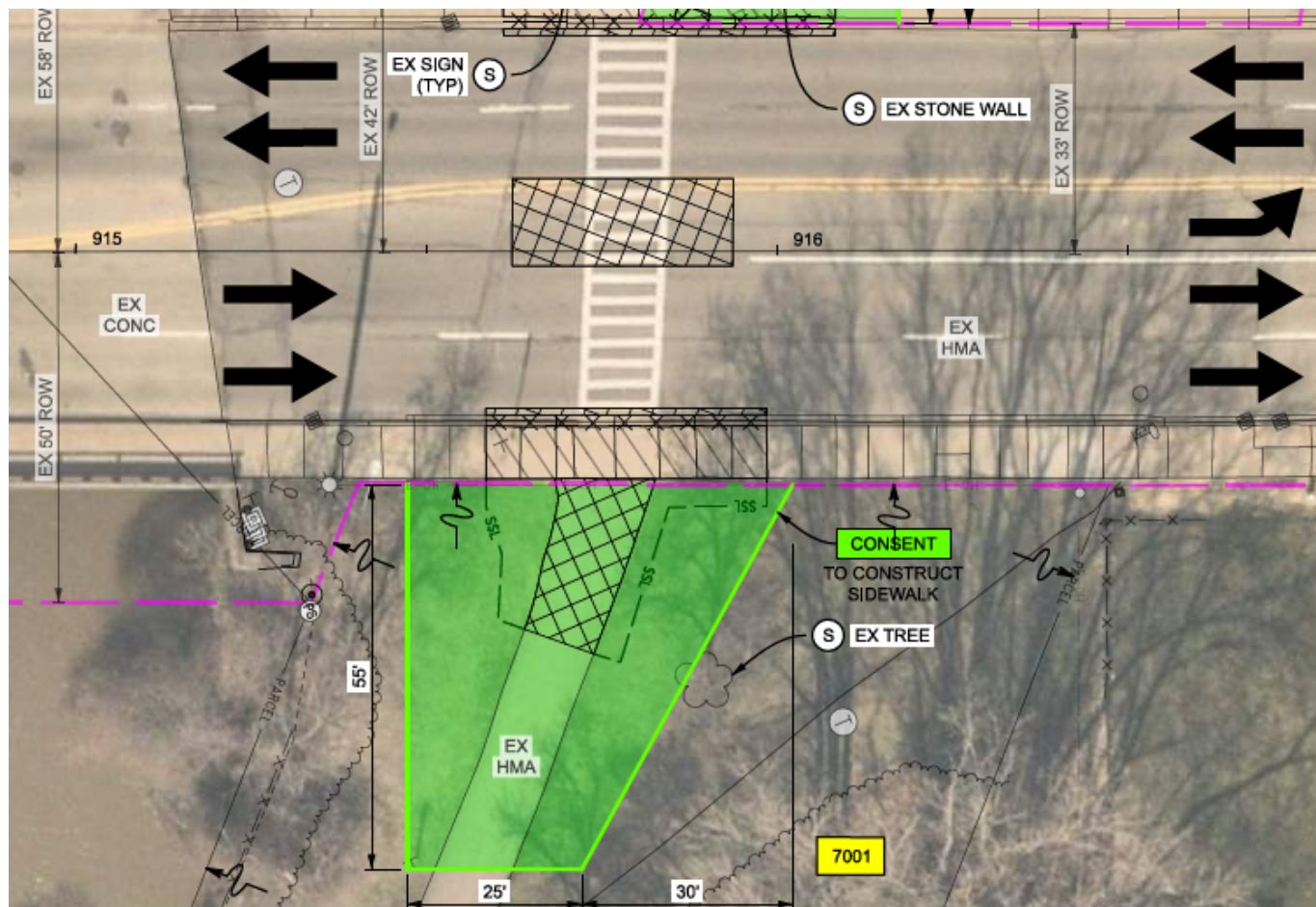
## 99-W



Control Section 13032	Job ID 218784	Parcel 7001
Owner Of Record City of Battle Creek		
Property Tax Code 13-52-2620-40-001-0		

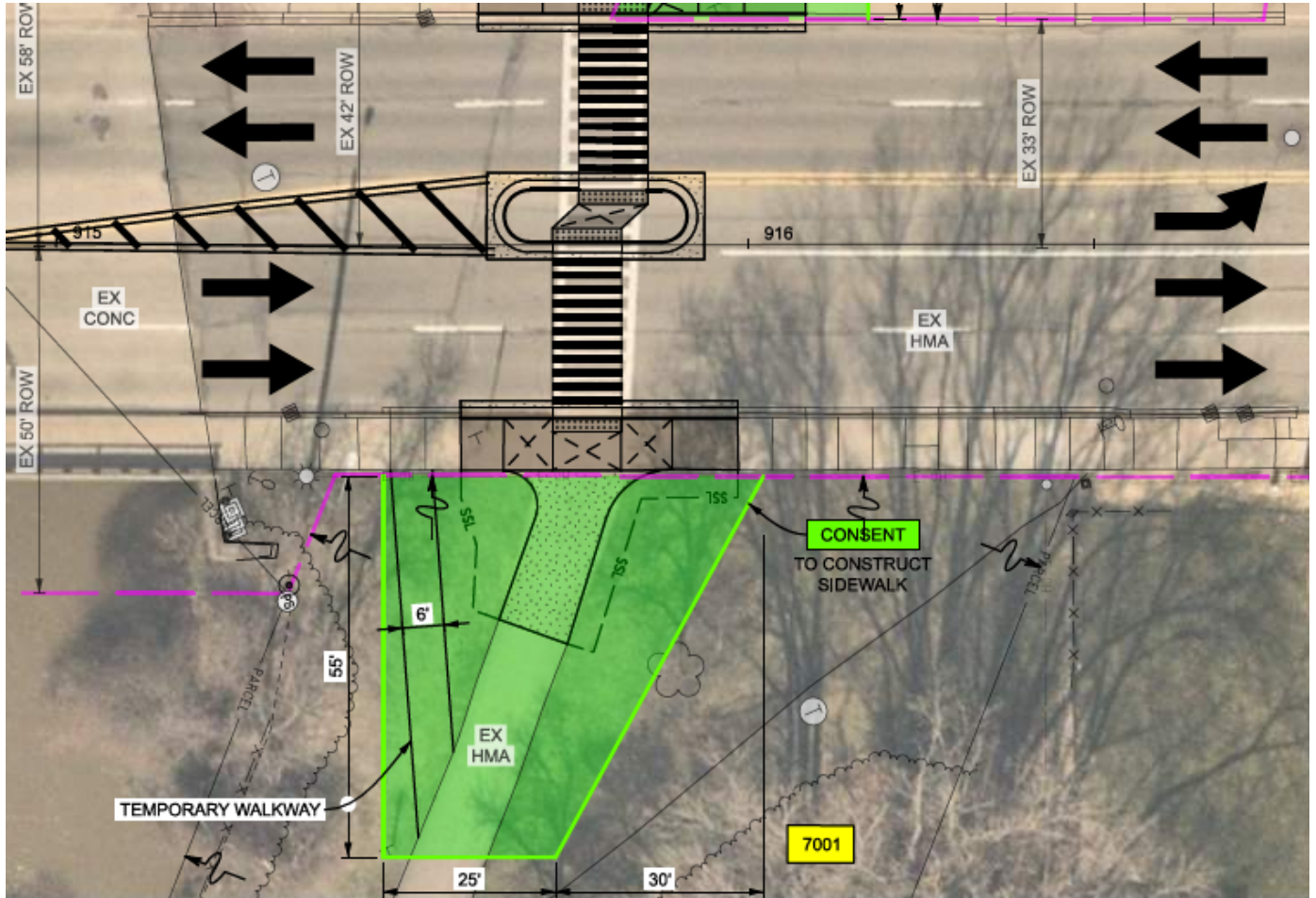


## Removal Sketch



Control Section 13032	Job ID 218784	Parcel 7001
Owner Of Record City of Battle Creek		
Property Tax Code 13-52-2620-40-001-0		

## Construction Sketch



Control Section  
13032

Job ID  
218784

Parcel  
7001

Owner Of Record  
City of Battle Creek

Property Tax Code  
13-52-2620-40-001-0



STATE OF MICHIGAN

**DEPARTMENT OF TRANSPORTATION**  
LANSING

GRETCHEN WHITMER  
GOVERNOR

PAUL C. AJEGBA  
DIRECTOR

March 21, 2024

City of Battle Creek  
Attn: Jarret Geering / Rebecca Fleury  
PO Box 1717  
Battle Creek, MI 49016-1717

Subject: CS 13032, JN 218784, Parcel 7001  
Request Acceptance of Good Faith Written Offer

Dear Mr. Geering and Ms. Fleury:

The Michigan Department of Transportation (MDOT) has an upcoming project along M-66 and has reviewed your property as it relates to the needs of the project. MDOT has determined that it is necessary to acquire a portion of your property located at vac Division St., Battle Creek, Michigan of approximately 2,199 square feet temporarily to grade.

Included are the following documents that explain MDOT's offer:

- Good Faith Written Offer Letter and Acceptance – for consent
- Compensation Summary – citing square footage, unit price, and rate of return
- Right of Entry – allows construction to begin while in negotiations or closing is pending
- Conveyance Instrument(s) – Consent to Grade
- Appraisal/Market Study – market value for consent
- Booklet “Public Roads & Private Property”

If you have any items located within the construction area and outside the current right of way, you may be eligible for reimbursement for relocation expenses. Please let me know if you have any items (sprinklers, signs, fence, etc.) located on the subject property. We are not currently aware of anything requiring relocation.

In addition, please return the following:

- Copy of By-Laws for City of Battle Creek (if applicable)
- Consent Resolution for City of Battle Creek
- Copy of Board Meeting minutes approving transaction (if required)

After you have a chance to review this information and if you are in agreement, please sign, date and return the Acceptance of Good Faith Written Offer, the Consent to Grade, the Consent Resolution, and meeting minutes, via email to [winklere1@michigan.gov](mailto:winklere1@michigan.gov); or via mail to:

Michigan Department of Transportation  
Attn: Elizabeth Winkler  
1501 E. Kilgore Rd.  
Kalamazoo, Michigan 49001

Upon receipt of these documents, I will initiate payment to you. Should time be required for your review and execution, please return the executed Right of Entry as soon as possible, to be following by the other items. This will allow us to move forward with our letting while we are still negotiating terms or you are acquiring all necessary approvals and signatures. I would like to thank you in advance for your assistance and if you have any questions, please contact me directly at 269-366-7901.

Sincerely,



Elizabeth Winkler  
Property Specialist  
Southwest Region

Enclosures  
BOHOP:SWR: EW



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

BRADLEY C. WIEFERICH, P.E.  
DIRECTOR

**Offer to Purchase**

March 21, 2024

City of Battle Creek  
Attn: Jarret Geering  
PO Box 1717  
Battle Creek, Michigan 49016-1717

Dear Owner(s):

Subject: CS: 13032, JN: 218784, Parcel: 7001  
Address: Elm St., Battle Creek, MI, 49017, County: Calhoun

The Michigan Department of Transportation (MDOT) has an upcoming project along Regionwide. We are interested in acquiring Consent to Grade rights to your property located at Elm St., Battle Creek, MI, 49017 in Calhoun County as set forth in the attached Addendum(a). In accordance with state and federal regulations governing the acquisition of property by MDOT, this letter is MDOT's offer to purchase these rights based on the terms and conditions contained herein. Please note that MDOT is not making this offer under the threat of condemnation. If an agreement regarding the purchase cannot be reached, MDOT will discontinue negotiations and cease this transaction.

If you agree, MDOT will purchase the rights to your property described as set forth in the attached Addendum(a).

This offer is based upon the valuation set forth in the enclosed market study report.

MDOT's offer for the property rights to be purchased is itemized below:

Type	Amount
Consent to Grade	\$300.00
<b>TOTAL</b>	<b>\$300.00</b>

City of Battle Creek  
Parcel 7001  
Page 2  
March 21, 2024

Accordingly, the total amount that MDOT is offering to you is \$300.00. Please note that this offer is valid only until 04/20/2024.

Please review all the materials carefully and let us know in writing if you believe anything of significance has been omitted with respect to the amount of money you should be paid. MDOT will review the items you identify and will respond accordingly if any changes will be made to its offer. We are also available to discuss this offer with you.

If you are willing to accept MDOT's offer and agree to the terms and conditions set forth in the following Addendum(a), please sign and date the Acceptance of the offer below in the presence of a witness. Be sure the witness also signs and dates the documents. Please return this letter and Acceptance to my attention.

Also included in this packet are instructions to register with us to have your compensation sent to you via electronic funds transfer (EFT). Please contact me if you are unable to register.

Thank you in advance for your consideration of our offer. If you have any questions, please contact me at 269-366-7901 or WinklerE1@michigan.gov.

Sincerely,



Elizabeth Winkler  
Property Specialist  
Michigan Department of Transportation

Enclosures: Acceptance of Offer, Addendum(a), Instrument(s), Legal Description(s),  
EFT Instructions and Valuation Report



## Resolution

NO. 418

A Resolution seeking authorization for the City Manager to enter into Contract No. 22-5498 with the Michigan Department of Transportation. (MDOT) for a Special Trunkline Traffic Study to evaluate safety and mobility along Beckley Road and B Drive North.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

### **Resolved by the Commission of the City of Battle Creek:**

The City of Battle Creek Engineering Division and the Michigan Department of Transportation (MDOT) staff identified the need for a trunkline traffic study along Beckley Road and B Drive North.

MDOT will contribute \$10,305 to the cost of the trunkline traffic study, and Calhoun County will contribute \$30,000 to the cost of the trunkline traffic study through a separate Interlocal Agreement. The City's share, after Calhoun County's contribution, would be \$53,375.

Therefore, the City Manager is authorized to enter into attached Contract No. 22-5498, Job number 218214SCOP, or one substantially similar with terms approved by the City Attorney, with the MDOT for a Special Trunkline Traffic Study to evaluate safety and mobility along Beckley Road and B Drive North.

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Battle Creek City Commission  
4/16/2024

### **Action Summary**

**Staff Member:** Marcel Stoetzel, Deputy City Attorney

**Department:** City Attorney

### **SUMMARY**

A Resolution seeking authorization for the City Manager to enter into Contract No. 22-5498 with the Michigan Department of Transportation. (MDOT) for a Special Trunkline Traffic Study to evaluate safety and mobility along Beckley Road and B Drive North.

### **BUDGETARY CONSIDERATIONS**

The total estimated cost of the project is \$93,680 with cost participation as follows:

Total Estimated Cost \$93,680

Less MDOT share \$10,305 11%  
Less Calhoun County share \$30,000 32%  
City of Battle Creek's share \$53,375 57%

Funds received from MDOT and Calhoun County will be applied to GL 402.22.4021.801.310 - Major Streets Capital Projects.

### **HISTORY, BACKGROUND and DISCUSSION**

MDOT and City of Battle Creek Engineering Division staff identified the need for a trunkline traffic study along Beckley Road and B Drive North from Capital Avenue to 6½ Mile Road. The scope of the project is traffic safety and mobility evaluation work along Beckley Road and B Drive North from Capital Avenue to 6½ Mile Road, including access management, traffic signal modernization, geometric improvements, and ingress and egress on Glenn Cross Road, located within the corporate limits of the City and County. Any recommended improvements will consist primarily of access management, traffic signal modernization, geometric improvements and ingress and egress on Glenn Cross Road.

MDOT requires that only one jurisdiction be named as construction administrator even though the scope of the traffic study includes areas in Calhoun County. MDOT and Calhoun County have agreed that the City be the construction administrator.

The total estimated cost of the project is \$93,680. MDOT will contribute \$10,305 toward the project. The City has estimated the cost of City's share of the Improvements to be Fifty Three Thousand Three Hundred Seventy-Five Dollars (\$53,375); the County has estimated the cost of County's share of the Improvements to be Thirty Thousand Dollars (\$30,000).

### **DISCUSSION OF THE ISSUE**

#### **POSITIONS**

DPW Director Steve Skalski and City Engineer Jarret Geering recommend approval.

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#### **ATTACHMENTS:**

File Name	Description
218214_22-5498_Safety___Mobility_Beckley_Rd___B_Drive_North.pdf	Contract



SPECIAL TRUNKLINE  
TRAFFIC STUDY  
BY LOCAL AGENCY

COM	
Control Section	M 13031
Job Number	218214SCOP
Contract	22-5498

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; CITY OF BATTLE CREEK, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in the performance of a corridor operational improvement study by the CITY within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT in cooperation with the CITY has agreed to participate in a traffic study to evaluate the safety and mobility along Beckley Road and B Drive North; and

WHEREAS, the DEPARTMENT has determined it to be in the public interest to have the CITY conduct the traffic study, said traffic study being hereinafter referred to as the "PROJECT" and being further described as follows:

Traffic safety and mobility evaluation work along Beckley Road and B Drive North from Capital Avenue to 6 ½ Mile Road, including access management, traffic signal modernization, geometric improvements, and ingress and egress on Glenn Cross Road; located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT will participate in the cost of the PROJECT in a amount equal to \$10,305. The total cost of the PROJECT is estimated to be \$93,680; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the PROJECT in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the traffic safety and mobility evaluation work necessary for the completion of the PROJECT as determined by the DEPARTMENT.

2. The CITY shall cause to be performed all the PROJECT work. It is understood that portions or all of the PROJECT work will be placed under contract by the CITY. The performance of the PROJECT work will be subject to the following conditions:

- A. The CITY has selected a consultant for the contracted portions of the PROJECT work using the Qualifications Based Selection process.
- B. Concurrence by the DEPARTMENT has been secured by the CITY prior to award of any contract for performance of the PROJECT work.
- C. The CITY will design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT shall not relieve the CITY of its obligation hereunder.
- D. No PROJECT work is to be performed by the CITY until authorization in writing has been given to the CITY by the DEPARTMENT which specifies that such work may commence.
- E. The CITY will comply with all applicable State, Federal and local statutes, ordinances and regulations, and obtain all permits that are required for the performance of the PROJECT work.
- F. Prior to the performance of any PROJECT work, the CITY shall notify the Project Manager at the following location when the work will commence so the DEPARTMENT may review the PROJECT work, if necessary:

Annjanette Kremer, Marshall TSC Manager  
Michigan Department of Transportation  
15300 W. Michigan Ave.  
Marshall, MI 49068

3. The DEPARTMENT'S share of the PROJECT COST shall be an amount of \$10,305 and paid by the DEPARTMENT in the manner and at the times hereinafter set forth:

<u>DEPARTMENT</u>	<u>CITY</u>	<u>TOTAL</u>
\$10,305	\$83,375	\$93,680

Any and all costs above this amount shall be the responsibility of the CITY.

It is understood that DEPARTMENT funding shall only be used for PROJECT work related to trunkline intersections and roadways.

4. In order to fulfill the obligations assumed by the DEPARTMENT under the terms of this contract, the DEPARTMENT shall make prompt payment to the CITY for its share of the

PROJECT COST upon execution of this contract and receipt of billing from the CITY for work performed.

All billings submitted to the DEPARTMENT, for reimbursement for items of work performed under the terms of this contract, shall be prepared in accordance with the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_" or "Final Billing".

Final billing under this contract shall be submitted in a timely manner but not later than twelve months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. The CITY shall 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, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The CITY shall maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the CITY shall 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.

The DEPARTMENT, or its representative, may inspect, scan, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the CITY shall assure compliance with the above for all subcontracted work.

Final settlement of costs shall be made upon completion of all PROJECT work and final audit by the DEPARTMENT. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the CITY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the CITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CITY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT 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 the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting

documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The CITY 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 the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall 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 the DEPARTMENT determines that an overpayment has been made to the CITY, the CITY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the CITY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the CITY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the CITY under this contract or any other agreement, or payable to the CITY 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 the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CITY 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 the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the CITY in a timely filed RESPONSE.

6. The CITY agrees to comply with all applicable requirements of Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq., for all PROJECT work performed under this contract, and the CITY shall require its contractors and subcontractors to comply with the same.

7. All work performed in connection with the PROJECT will be subject to the provisions of 1925 P.A. 17, MCL 250.62, but any reference to State Highway Commission shall be deemed to be the DEPARTMENT for the purposes of this section.

8. Each party to this Contract shall remain responsible for any and all claims arising out of their own acts and/or omissions during the performance of this Contract, as provided by law. This Contract is not intended to increase either party's liability for, or immunity from, tort claims. This Contract is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by contract or at law, for claims arising out of the performance of this Contract.

9. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof.

10. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF BATTLE CREEK

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
Department Director MDOT

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



## **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





## Resolution

NO. 419

A Resolution seeking authorization for the City Manager to enter into an Interlocal Agreement for cost sharing with Calhoun County for a Special Trunkline Traffic Study to evaluate safety and mobility along Beckley Road and B Drive North.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

### **Resolved by the Commission of the City of Battle Creek:**

The City of Battle Creek Engineering Division and the Michigan Department of Transportation (MDOT) staff identified the need for a trunkline traffic study along Beckley Road and B Drive North.

The City is entering into a separate contract with MDOT for the trunkline traffic study.

Calhoun County has agreed to contribute to the cost of the traffic study through an Interlocal Agreement for cost sharing.

Therefore, the City Manager is authorized to enter into the attached Interlocal Agreement for cost sharing, or one substantially similar with terms approved by the City Attorney, with Calhoun County to participate in a Special Trunkline Traffic Study to evaluate safety and mobility along Beckley Road and B Drive North.

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Battle Creek City Commission

4/16/2024

### **Action Summary**

**Staff Member:** Marcel Stoetzel, Deputy City Attorney

**Department:** City Attorney

### **SUMMARY**

A Resolution seeking authorization for the City Manager to enter into an Interlocal Agreement for cost sharing with Calhoun County for a Special Trunkline Traffic Study to evaluate safety and mobility along Beckley Road and B Drive North.

### **BUDGETARY CONSIDERATIONS**

The total estimated cost of the project is \$93,680 with cost participation as follows:

Total Estimated Cost \$93,680  
Less MDOT share \$10,305 11%  
Less Calhoun County share \$30,000 32%  
City of Battle Creek share \$53,375 57%

Funds received from MDOT and the County will be placed in: GL 402.22.4021.801.310 Major Streets Capital Projects.

### **HISTORY, BACKGROUND and DISCUSSION**

MDOT and City of Battle Creek Engineering Division staff identified the need for a trunkline traffic study along Beckley Road and B Drive North from Capital Avenue to 6½ Mile Road. The scope of the project is traffic safety and mobility evaluation work along Beckley Road and B Drive North from Capital Avenue to 6½ Mile Road, including access management, traffic signal modernization, geometric improvements, and ingress and egress on Glenn Cross Road; located within the corporate limits of the City and County. Any recommended improvements will consist primarily of access management, traffic signal modernization, geometric improvements and ingress and egress on Glenn Cross Road.

MDOT requires that only one jurisdiction be named as construction administrator even though the scope of the traffic study includes areas in Calhoun County. MDOT and Calhoun County have agreed that the City would be the construction administrator.

The total estimated cost of the project is \$93,680. MDOT will contribute \$10,305 toward the project. The City has estimated the cost of City's share of the Improvements to be Fifty Three Thousand Three Hundred Seventy-Five Dollars (\$53,375); the County has estimated the cost of County's share of the Improvements to be Thirty Thousand Dollars (\$30,000).

### **DISCUSSION OF THE ISSUE**

### **POSITIONS**

DPW Director Steve Skalski and City Engineer Jarret Geering recommend approval.

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### **ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> Interlocal_Agreement_w_Calhoun_County_22-5498_Safety__Mobility.pdf	Interlocal Agreement

**INTERLOCAL AGREEMENT  
FOR SHARING CONSTRUCTION COSTS**

**SPECIAL TRUNKLINE TRAFFIC STUDY  
REHABILITATION PROJECT – Beckley Road & B Drive North  
MDOT Job Number 218214SCOP - MDOT Contract Number 22-5498**

THIS AGREEMENT is entered into under the Urban Cooperation Act (“the UCA”), MCL § 124.501 et. seq., this \_\_\_\_ day of April, 2024, between the City of Battle Creek, a Michigan municipal corporation, whose address is 10 North Division Street, Battle Creek, Michigan 49014 (“City”), and Calhoun County, a Michigan body corporate, 315 West Green Street, Marshall, Michigan 49068 (“County”).

**RECITALS**

WHEREAS City and County (collectively the “Parties”) are “local governmental units” as defined by the UCA; and

WHEREAS, the City of Battle Creek's Engineering Division in cooperation with the Michigan Department of Transportation (“MDOT”) and County seek to participate in a Trunkline Traffic Study to evaluate the safety and mobility along Beckley Road and B Drive North; and

WHEREAS, said traffic study being hereinafter referred to as the "PROJECT" and being further described as follows:

Traffic safety and mobility evaluation work along Beckley Road and B Drive North from Capital Avenue to 6 ½ Mile Road, including access management, traffic signal modernization, geometric improvements, and ingress and egress on Glenn Cross Road; located within the corporate limits of the City and County; and

WHEREAS, MDOT will participate in the cost of the PROJECT in an amount equal to \$10,305. The total cost of the PROJECT is estimated to be \$93,680; and

WHEREAS the Parties have reached agreement concerning details of sharing of costs and construction administration services in a way which is fair and equitable for them and wish to set forth the terms as an Interlocal Agreement as provided for by the Urban Cooperation Act; and

WHEREAS, MDOT requires that only one jurisdiction be named as construction administrator; and due to the size of the Parties individual portions of the PROJECT set forth in MDOT Job Number 218214SCOP, set forth as follows:

MDOT	11%
City of Battle Creek	57%
County of Calhoun	32%

the Parties agree that the City will provide construction oversight and administration for the entire project; and

WHEREAS, the City has estimated the cost of City's share of the Improvements to be Fifty Three Thousand Three Hundred Seventy-Five Dollars (\$53,375); the County has estimated the cost of County's share of the Improvements to be Thirty Thousand Dollars (\$30,000); and

WHEREAS, the Parties hereby determine that this Agreement is in the best interests of the public.

THEREFORE, the Parties agree as follows:

1. Purpose.

The purpose and intent of this Agreement is to provide for the construction administration services and construction of the Improvements as set forth in MDOT Job Number 218214SCOP, MDOT Contract Number 22-5498 ("MDOT Contract Number 22-5498") during the term of this Agreement.

2. Obligations of the Parties.

The City and County agree as follows:

(a) The Parties have received and reviewed a copy of MDOT Contract Number 22-5498, and agree to its terms.

(b) The City shall cause to be performed all the PROJECT work. It is understood that portions or all of the PROJECT work will be placed under contract by the City.

(c) The City's City Engineer, or his or her designee, shall supervise construction of the Improvements set forth in MDOT Contract Number 22-5498 to ensure quality and that the Improvements will conform to the applicable drawings and specifications.

3. Scope.

The Parties agree that the Improvements set forth in MDOT Contract Number 22-5498 consist primarily of access management, traffic signal modernization, geometric improvements and ingress and egress on Glenn Cross Road. Any subsequent deterioration of the Improvement will not be held against any party.

4. Adjudication of Disputes.

Disputes among the Parties shall be resolved by submitting the dispute to non-binding mediation as a condition precedent to litigation. If mediation is unsuccessful in resolving the

dispute, either party may pursue any legal or equitable remedies it may have. Nothing herein shall limit the rights of the Parties to pursue their remedies at law.

5. Venue.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Calhoun County Circuit Court, the 10th District Court, or the United States District Court for the Western District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

6. Payment.

City shall bill County at end of project for their percentage share of the PROJECT. County shall each pay the City within 30 days of the date of the billing date.

7. Notices.

All notices, requests and formal actions hereunder shall be made in writing and delivered via certified mail or personal services to the following addresses:

If to the City:

City of Battle Creek  
Attention: City Manager  
10 North Division Street  
Battle Creek, MI 49014

If to the County:

Calhoun County  
Attention: County Administrator  
315 West Green Street  
Marshall, MI 49068

9. Entire Agreement.

This Agreement is the entire agreement between the parties and all prior negotiations, oral and written, are merged herein. The recitals shall be considered an integral part of the Agreement.

10. Modification.

Any change to or modification of this Agreement may only be made in writing signed by the Parties.

11. Assignment Prohibited.

This Agreement shall not be subject to assignment by any party.

12. Severability.

Should any provision, paragraph, section or part of this agreement be found void or unenforceable by a court of competent jurisdiction the remainder shall continue in full force and effect.

13. Execution.

In witness hereto, the parties hereby execute this Interlocal Agreement For Sharing Construction Costs as of the date first written above.

**CITY OF BATTLE CREEK**

**CALHOUN COUNTY**

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Rebecca L. Fleury  
Its: City Manager

---

Kellie Scott  
Its: County Administrator

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

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



## Resolution

NO. 420

A Resolution seeking authorization for the City Manager to enter into an Environmental Assessment and Remediation License with Marathon Petroleum Company LP for access to City right-of-way adjacent to 1528 West Michigan Avenue, Parcel No. 3800-00-058-0, for remediation activities.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

### **Resolved by the Commission of the City of Battle Creek:**

That on June 2, 2000, by Resolution 218, the City authorized the City Manager to execute a Consent to Use Right-of-Way with Speedway SuperAmerica, LLC (Speedway) to permit access to City right-of-way on Lacey Avenue for the purpose of installing two monitoring wells for remediation purposes of assessing soil, surface water, vapor, and groundwater contamination resulting from Speedway's service station located at 1528 West Michigan Avenue, Parcel No. 3800-000-058-0.

On October 19, 2000 the City Manager entered into a License To Use Right-of-Way with Practical Environmental Consultants, Inc. and Speedway for the purpose of soil borings, environmental installations, and remediation activities in the City's right-of-way on Lacey Avenue.

On November 11, 2015 the City Manager entered into a Road Right-Of-Way Alternate Institutional Control agreement with the Michigan Department of Environmental Quality (MDEQ) to use MDEQ as an alternate institutional control for Speedway to obtain closure with MDEQ.

Marathon Petroleum Company LP (Marathon), parent company of Speedway, and the City seek to enter into a Environmental Assessment and Remediation License to permit Marathon access to Lacey Avenue right-of-way for a period of fifteen years for remediation purposes of assessing soil, surface water, vapor, and groundwater contamination.

**WHEREFORE**, the City Manager is authorized to execute the attached Environmental Assessment and Remediation License with Marathon Petroleum Company LP for access to Lacey Avenue right-of way, adjacent to 1528 West Michigan Avenue, Parcel No. 3800-00-058-0, for remediation activities, or one substantially similar with the approval of the City Attorney.

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Battle Creek City Commission

4/16/2024

**Action Summary**

**Staff Member:** Marcel Stoetzel, Deputy City Attorney

**Department:** City Attorney

**SUMMARY**

A Resolution seeking authorization for the City Manager to enter into an Environmental Assessment and Remediation License with Marathon Petroleum Company LP for access to City right-of-way adjacent to 1528 West Michigan Avenue, Parcel No. 3800-00-058-0, for remediation activities.

**BUDGETARY CONSIDERATIONS**

There are none.

**HISTORY, BACKGROUND and DISCUSSION**

On June 2, 2000, the City of Battle Creek City Commission approved Resolution 218, authorizing the City Manager to execute a Consent to Use Right-of-Way with Speedway SuperAmerica, LLC (Speedway) to permit access to City property for the purpose of installing two monitoring wells on City right-of-way. Speedway owns 1528 West Michigan Avenue, Parcel No. 3800-00-058-0, located adjacent to Lacey Avenue. Remediation activity was necessary due to petroleum contamination from Speedway's service station that formerly occupied the property.

On October 19, 2000 the City Manager entered into a License To Use Right-of-Way with Practical Environmental Consultants, Inc. (PEC) and Speedway for the purpose of soil borings, environmental installations, and remediation activities in the City's right-of-way on Lacey Avenue. PEC was an authorized agent of Speedway.

On November 11, 2015 the City entered into a Road Right-Of-Way Alternate Institutional Control agreement with the Michigan Department of Environmental Quality (MDEQ) to use MDEQ as an alternate institutional control for Speedway to obtain closure with MEDQ.

As remediation remains ongoing, Marathon Petroleum Company LP (Marathon), parent company of Speedway, seeks to enter into a Environmental Assessment and Remediation License with the City to permit Marathon continued access to the Lacey Street right-of-way for a period of fifteen years for remediation purposes, to include the two monitoring wells necessary to assess soil, surface water, vapor, and groundwater contamination. The term of the License is for one fifteen-year term, unless Marathon earlier determines that it has completed its Activities under the License. If necessary, Marathon would have the option under the agreement to extend the License for up to two consecutive five-year terms.

**DISCUSSION OF THE ISSUE**

**POSITIONS**

The City Engineer supports this Resolution.

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## ATTACHMENTS:

File Name	Description
6315_City_of_Battle_Creek_Environmental_Assessment_and_Remediation_License_12-2021_Final.pdf	License Agreement

## **ENVIRONMENTAL ASSESSMENT AND REMEDIATION LICENSE**

This Environmental Assessment and Remediation License ("License") is entered into between **Marathon Petroleum Company LP ("MPC")**, a Delaware limited partnership, with an address of 539 South Main Street, Findlay, Ohio 45840, and the **City of Battle Creek ("Landowner")**, a Michigan municipal corporation, with a mailing address of 10 North Division Street, Battle Creek, Michigan 49014.

- 1.0 **ACCESS.** Landowner hereby grants MPC and its employees, agents, contractors, consultants, and other representatives the right to enter upon Landowner's property located west of MPC's real property, parcel number 3800-00-058-0, being the Lacey Avenue right-of-way north of West Michigan Avenue to the northern east-west boundary line of parcel number 3800-00-058-0 (the "Property") as further depicted in Attachment A, in order to perform any of the following activities ("Activities"):
  - 1.1 Assess soil, surface water, vapor and groundwater contamination, if any;
  - 1.2 Determine locations for the installation of soil borings, geoprobes, two groundwater monitoring wells identified as MW-10 and MW-11 in Attachment A, recovery wells, vapor monitoring points and other assessment and remediation equipment/facilities, if any;
  - 1.3 Install, operate, maintain, close and/or remove all soil borings, geoprobes, groundwater monitoring wells, recovery wells, vapor monitoring points and other assessment and remediation equipment/facilities, if any;
  - 1.4 Take samples from the soil, surface water, vapor and groundwater; and
- 2.0 **NOTICE AND DATA.**
  - 2.1 MPC shall give reasonable notice to Landowner prior to entering upon the Property to install or remove soil borings, geoprobes, groundwater monitoring wells, recovery wells, and other assessment and remediation equipment/facilities.
  - 2.2 MPC shall provide Landowner with copies of all environmental data obtained by MPC at the Property pursuant to this License that MPC furnishes to the state agency having jurisdiction over MPC's Activities.
- 3.0 **SITE CONDITION.** MPC shall conduct its Activities in a manner that will not unreasonably interfere with the normal and usual business operations or residential activities being conducted on the Property. MPC shall also conduct its Activities in a manner reasonably calculated to minimize disturbance to existing site conditions. After performing Activities, MPC agrees to restore the areas of the Property that were disturbed by MPC's Activities to, as nearly as reasonably possible, the same condition as existed on the date that such areas were disturbed by MPC. Following completion of MPC's Activities at the Property and approval from the governmental agency with jurisdiction, MPC will properly close, remove and/or abandon all groundwater monitoring wells, recovery wells, and other assessment and remediation equipment/facilities that were installed at the Property under this License in accordance with state law.

- 4.0 **MATERIALS REMOVED FROM THE SITE.** Any samples, waste materials, soil cuttings, and liquids which result from MPC's Activities under this License shall be handled, stored, treated, transported, and disposed of by MPC in accordance with all applicable local, state and federal laws, regulations and ordinances.
- 5.0 **TOOLS AND EQUIPMENT.** All tools, equipment, or other property placed upon the Property by MPC or its employees, agents, contractors and other representatives shall remain the property of MPC and its employees, agents, contractors and other representatives, and may be removed by the owner of such property at any time within a reasonable time after expiration of this License.
- 6.0 **INDEMNITY TO LANDOWNER.** MPC will defend, indemnify and hold the Landowner harmless from all actions, claims, demands, liabilities and damages which are imposed on or incurred by Landowner as a result of MPC's or its employees', agents', contractors' or other representatives' Activities at the Property under this License. In order to receive the protections of this section, Landowner must first:
- (1) provide MPC and its employees, agents, contractors and other representatives with access to the Property pursuant to this License, and
  - (2) give MPC written notice immediately after Landowner obtains actual knowledge of a matter which is claimed to be covered by this section. Such written notice to MPC shall be sent to:
    - (i) Waste & Remediation Manager  
ES&S Waste & Remediation  
Marathon Petroleum Company LP  
539 South Main Street  
Findlay, Ohio 45840; and
    - (ii) Managing Counsel – Environmental, Safety & Security  
Marathon Petroleum Company LP  
539 South Main Street  
Findlay, Ohio 45840
- 7.0 **INSURANCE.** MPC is an indirect, wholly-owned subsidiary of Marathon Petroleum Corporation ("MPCorp"). MPCorp is covered for property and liability exposures through major worldwide insurance programs with large deductibles or self-insured retentions. Losses that fall within these self-insured retentions, including those for which MPC is contractually liable, are paid through the financial resources of MPC and are administered by MPC under MPC's self-administered claims program. MPC shall provide Landowner a copy of a self-insurance letter stating that the insurance limits required by Landowner fall within the corporate self-insured retentions.
- 8.0 **LANDOWNER'S WARRANTY AND RESPONSIBILITIES.** Landowner represents and warrants that Landowner is the owner of the Property and/or otherwise has full authority to enter into this License, and to make it binding on any person or entity having a valid claim of interest in the Property, including any tenants. Landowner agrees not to interfere with, disturb, or move any equipment, or any other Activities of MPC or its employees, agents, contractors and other representatives.
- 9.0 **EFFECTIVE DATE AND TERM.** This License shall be effective as of the date of the last signature hereto, and shall continue in effect until MPC determines that it has completed its Activities under this License, as confirmed by receipt of a No Further Action or analogous case

closure letter and completion of decommissioning of all monitoring wells on the Premises, or for a period of fifteen years, whichever is sooner. Prior to expiration, Licensee shall have the ability to extend this License for up to two consecutive five-year terms by providing written notice to Licensors. Either Landowner or MPC may terminate this License prior to its expiration if (a) the other party violates any material condition or term of this License, or (b) either party provides written notice of termination ninety (90) days prior to the expiration of the initial term or then current renewal term. Any such termination shall be effective thirty (30) days after written notification of such termination is sent by the non-terminating party.

## 10.0 MISCELLANEOUS PROVISIONS.

- 10.1 **Agreement.** This License sets forth the entire agreement between the parties and shall not be amended except by writing executed by both parties.
- 10.2 **Assignability.** This License is binding upon the parties, their successors in title or interest, assignees and heirs. If, at any time, the Property may be transferred to another owner, MPC must be notified pursuant to the Notice requirements of this License. MPC will then prepare a Memorandum of License Agreement and Landowner will execute. MPC will then record the Memorandum of License Agreement in the applicable county recorder's office. Notification must be made prior to the transfer of the Property and within reasonable time to allow MPC to record the Memorandum of License Agreement.
- 10.3 **Counterparts.** This License may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.4 **Governing Law.** The law of the State in which this Property is located shall apply to the interpretation of this License and to the resolution of any disputes arising out of the matter set forth in this License.
- 10.5 **Venue.** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding in any court of the State of Michigan sitting in Calhoun County or the United States District Court for the Western District of Michigan.
- 10.6 **Notices.** Unless amended by the either party by written notice to the other party, and except as otherwise set forth in Section 6.0 above, communications shall be directed to:

For Landowner:

Rebecca L. Fleury  
City Manager  
10 N. Division Street, Suite 206  
Battle Creek, MI 49014  
Telephone: (269) 966-3378  
Email: [rlfleury@battlecreekmi.gov](mailto:rlfleury@battlecreekmi.gov)

And to:

Kurt Tribbett  
Engineering Administrator  
150 South Kendall Street

Battle Creek, MI 49037  
Telephone: (269) 966-3355  
Email: krtribbett@battlecreekmi.gov  
For MPC:

Managing Counsel  
Environmental, Safety & Security  
Marathon Petroleum Company LP  
539 South Main Street  
Findlay, Ohio 45840  
(419) 421-4616 (419) 427-3694  
Telephone Fax  
Email:

The parties agree to the above terms.

**Landowner**  
**City of Battle Creek**

**Marathon Petroleum Company LP**  
**By: MPC Investment LLC, its General Partner**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Rebecca L. Fleury, City Manager  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachment A

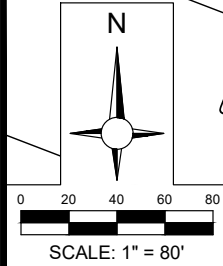
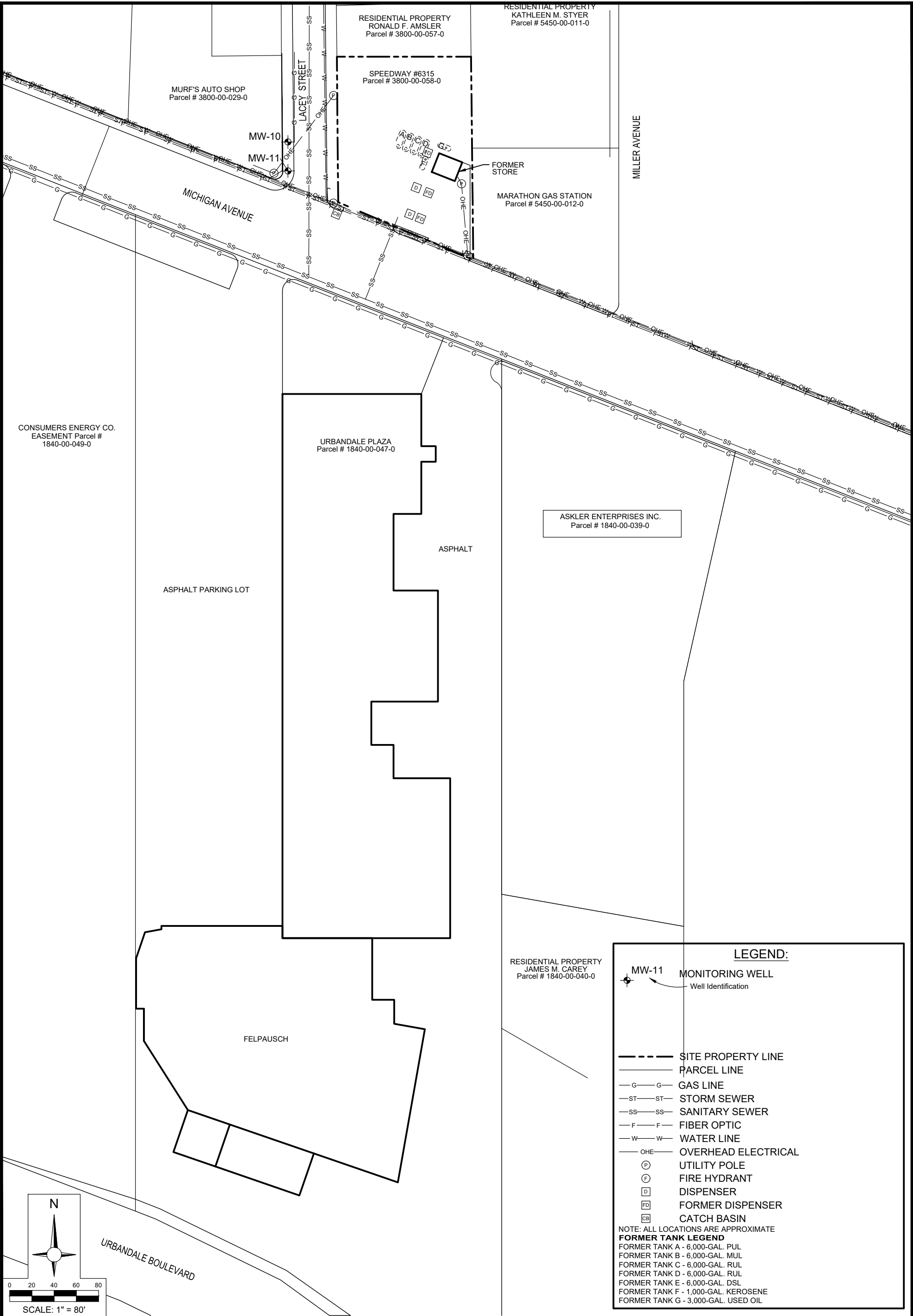


Figure: <b>1</b>	Dwn. By: KD	Project Number: 188MP24003	<b>CITY OF BATTLE CREEK RIGHT-OF-WAY</b> MARATHON PETROLEUM COMPANY LP SPEEDWAY STORE #6315 1528 WEST MICHIGAN AVENUE BATTLE CREEK, MI
	Scale: AS SHOWN	Date: 02/08/2024	
	Ckd. By: PK		





Resolution

NO. 421

A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Capital Preventative Maintenance Program project from Pavement Maintenance Systems, LLC in an estimated amount of \$304,748.40, with unit prices prevailing.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the lowest responsive, responsible bid for 2024 Capital Preventative Maintenance Program project is accepted from Pavement Maintenance Systems, LLC in an estimated amount of \$304,748.40, with unit prices prevailing. The City Manager is authorized to execute Contract No. 2024-054B, which will be paid from:

403.22.4031.801.310 – Local Streets Capital Projects

The City Manager or her designee is also authorized to approve change orders for up to 10% in aggregate for City-initiated and pre-approved changes for unforeseen field conditions that are not itemized in the contract.

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Battle Creek City Commission

4/16/2024

**Action Summary**

**Staff Member:** Christine Huff, Purchasing Agent

**Department:** Purchasing

**SUMMARY**

A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Capital Preventative Maintenance Program project from Pavement Maintenance Systems, LLC in an estimated amount of \$304,748.40, with unit prices prevailing.

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

The solicitation was issued March 6, 2024, for the above-mentioned project. This project consists of a single chip seal application and finishing application of fog seal, with pavement markings to follow. This project is located in the Lamora Park neighborhood in the City of Battle Creek.

Copies of the IFB were provided to all contractors and construction plan houses registered in our online vendor registration system. Construction companies and the trades subscribe to planhouses to be aware of all jobs being bid around the region, so we have a wider reach than our own registered vendors. In addition, an advertisement was placed on the City's website and the Battle Creek Shopper. Bid responses were due on March 28, 2024, and they were to be submitted to our online secure website, and read aloud via Zoom.

A bid tabulation is attached.

We received one bid, which was slightly over the engineer's estimate. Provided the bidder is responsive and responsible, and within budget, awarding when receiving only one bid does not present a problem. Rejecting that bid and rebidding the project would not be fair to the bidder, as their prices are now public. In addition, we cannot afford to lose time in attempting to re-bid, and there is never a guarantee for the number of bids we will receive for the re-bid. We can't compel contractors to submit bids.

The bid was reviewed by Jarrett Geering, City Engineer, and Eric Campbell, City of Battle Creek Civil Engineer. A recommendation was made to accept the bid from Pavement Maintenance Systems, who has been a contractor for the City in the past. I concur with the department's recommendation that contract award to this firm would be in the best interest of the City of Battle Creek.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

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#### ATTACHMENTS:

File Name	Description
❏ Geering_memo_cpm.pdf	Geering memo
❏ 2024-054B_Local_Capital_Preventative_Maintenance_COMPLETE.pdf	Original IFB
❏ Draft_Contract.pdf	draft contract
❏ STANDARD_CONTRACT_PROTECTIONS.docx	Standard Contract Protections





# CITY OF BATTLE CREEK

## DEPARTMENT OF PUBLIC WORKS

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To: Christine Huff, Purchasing Agent

From: Jarret Geering, City Engineer

CC: Stephen Skalski, DPW Director;

Date: April 5<sup>th</sup>, 2024

Re: 2024 Capital Preventative Maintenance – Contract Number 2024-054B

**Brief Summary:** On March 28<sup>th</sup>, 2024 the Purchasing Division accepted bids from one company for the 2024 Capital Preventative Maintenance project. The project includes improvements to the Lamora Park Neighborhood. A bid tabulation is attached indicating that Pavement Maintenance Systems LLC was the low bidder.

Therefore, the Department of Public Works recommends that a resolution be drafted which awards a contract for the 2024 Capital Preventative Maintenance contract to Pavement Maintenance Systems LLC.

Neighbors impacted by the construction have already received information about the project in the Fall/Winter edition of BC Works. The project has also been included in the 2024 planned construction activity on the Engineering Division's website. Prior to construction, a second postcard will be sent in early summer along with a letter approximately one week before construction starts. 48 hours prior to construction neighbors will received a door hanger.

**Budgetary Considerations:** This contract is in the amount of \$304,748.40 which would be paid from the following Business Units:

403.22.4031.801.310 – Local Streets Capital Projects

This work is part of our current Capital Improvement Plan and part of the Street Asset Management Plan. In addition to the agreed upon unit price prevailing contract price, a 10% contingency is recommended for approval to take into consideration unforeseen circumstances that may arise throughout construction.



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**CITY OF BATTLE CREEK, MICHIGAN  
NOTICE OF INVITATION FOR BIDS  
2024 Local Capital Preventative Maintenance  
IFB # 2024-054B**

**IFB DUE DATE and TIME:** March 28, 2024 at 2:00 pm local time **BIDS MUST BE SUBMITTED ELECTRONICALLY.**

**BID SUBMITTAL:** Bids must be submitted electronically as ONE PDF. **DO NOT EMAIL BIDS.** Submittal at: <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> then follow the link for Bids and Proposals Solicitations, which will take you to the VendorRegistry page. You may also email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for links. Click on the notice for this project, then click submit bid. You must be a registered vendor (quick and no charge) in order to submit a bid. You may withdraw your bid at any time before the due date/time. To withdraw your electronic bid, click "submit bid" again and you will see the link to withdraw. All bids will be publicly opened and read aloud via Zoom, details listed in IFB in VendorRegistry. Upload your bid and bonds TOGETHER as ONE PDF (not multiple uploads).

**PROJECT DESCRIPTION:** The City of Battle Creek will accept sealed bids for the 2024 Local Capital Preventative Maintenance project. This project consists of, but is not limited to, single chip seal application and finishing application of fog seal, with pavement markings to follow. This project is located in the Lamora Park neighborhood in the City of Battle Creek.

<b>PRE-BID CONFERENCE:</b>  N/A	<b>PLANHOLDERS LIST:</b>  <a href="https://vrapp.vendorregistry.com/Vendor/Selection/Subscription/Selection?buyerSource=battle-creek-mi-vendor-registration">https://vrapp.vendorregistry.com/Vendor/Selection/Subscription/Selection?buyerSource=battle-creek-mi-vendor-registration</a>
	<b>FUNDING:</b> This project has NO federal or state funding. All project funding is provided by the City of Battle Creek.
<b>TECHNICAL QUESTIONS OR SITE VISITATION:</b> Nathan Main 269-966-3343	<b>PREVAILING WAGES:</b> Required for this project. See attached wage rates at the end of this document. Contractor shall abide by all the requirements set forth in Section 208.09, PREVAILING WAGES ON CITY PROJECTS, of the City's Administrative Code.
<b>BID SUBMITTAL QUESTIONS:</b>  Email: <a href="mailto:Purchasing@battlecreekmi.gov">Purchasing@battlecreekmi.gov</a>	<b>IFB ISSUE DATE: March 6, 2024</b>
<b>BID VALID:</b> Bids may be withdrawn up to the time and date of the bid opening. After the bid opening, bids may not be withdrawn for a period of ninety 90 days thereafter. The City of Battle Creek reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.	<b>ADDENDA:</b> Each addendum will be on file in the Office of the Purchasing Agent. To the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a binding part of the contract.
<b>BID BOND:</b> Each bid must be accompanied by a standard form bid bond, made payable to the City of Battle Creek, in an amount of not less than five (5%) percent of the base bid submitted. Failure of any accepted bidder to enter into a contract for the work will cause forfeit of the bid security. We do not accept certified checks in lieu of bid bond.	<b>PERFORMANCE/LABOR/MATERIALS BONDS:</b> The accepted bidder will be required to furnish a satisfactory performance bond and labor/materials payment bond, each in an amount equal to 100% of the contract and insurance certificate upon forms acceptable to the City.

## NOTICE TO BIDDERS

### 1. BID SUBMISSION:

- A. Bids must be submitted in complete original form submitted through our secure online portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations or email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for links.
- B. Bids will be accepted via the method listed until the time and date specified herein, and immediately after will be publicly opened and read aloud electronically, and the link will be published with the solicitation, or you may email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for the online link if you want to attend. The prevailing clock shall be VendorRegistry.com.
- C. Late bids will not be accepted and the online system will automatically shut off at exactly the specified time.
- D. All bids submitted in response to this invitation shall become the property of the City and be a matter of public record available for review.

### 2. PREPARATION OF BIDS:

- A. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed by the bidder.
- B. The bid shall be legally signed on the OFFER TO CONTRACT page and the complete address of the bidder given thereon.
- C. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices

### 3. SIGNATURES: All bids, notifications, claims and statements must be signed by an individual authorized to bind the bidder.

- (a.) CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
- (b.) PARTNERSHIPS: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If all partners sign bid no authorization is needed.

### 4. REJECTION OR WITHDRAWAL: Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid nonresponsive and may result in bid rejection. The City reserves the right to reject any or all bids and to waive any informalities and minor irregularities defects in bids. Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date and time.

### 5. AWARD: The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. Unless otherwise specified in this IFB, the City reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the City. Any bidder who is in default to the City at the time of submittal of the bid shall have their bid rejected. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected.

In evaluating bids, the City of Battle Creek shall consider the qualifications of the bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the City may conduct such investigations as the City deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications and financial ability of the bidders to fulfill the contract.

### 6. CONTRACT: A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's IFB. Bids do not become contracts unless and until they are executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB addendum or amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

### 7. BID RESULTS: A bid tabulation will be posted on the City's website and will also be on file and available for review after contract award in the Purchasing Department.

### 8. CHANGES AND ADDENDA TO BID DOCUMENTS: Each change or addendum issued in relation to this bid document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be

mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent.

- 9. SPECIFICATIONS:** Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the City's applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the City does reserve the right to specify a sole brand, with no brand substitutions allowed. The bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The City reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Contractors are strongly encouraged to not submit anything with their bid that is not specifically requested in this solicitation.
- 10. DELIVERY:** Bids shall include all charges for mobilization, delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.
- 11. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
- 12. CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.
- 13. PURCHASE ORDER:** The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent as evidenced by a purchase order.
- 14. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:
- A The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.
  - D. The bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, Kickbacks from Public Employees.
- 15. DEFINITIONS:**
- "CITY" - The City of Battle Creek.
  - "CITY UNIT" - The department of the City that intends to use the resulting contract.
  - "CONTRACTOR" - The bidder whose proposal is accepted by the City.

## SECTION I - SPECIAL INFORMATION FOR BIDDERS

### 1. General Contract Specification

All sections contained or referenced in this Invitation for Bid shall become a material part of the contract.

### 2. Order Of Precedence

The plans and specifications shall be considered to be one complete document and what is called for in one shall be considered as being called for in all. In the event that there is a conflict between the parts, the following order of precedence shall govern:

- Addenda to bidding documents
- The Contract Drawings
- The Contract Special Provisions
- The Contract Special Instructions
- The Contract Special Conditions
- The Contract Specifications

### 3. Registration Requirements for Contractors

All bidders, including General Contractors and Specialty Contractors, shall hold or obtain such Contractors or Business Licenses as required State and Local statutes.

### 4. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

### 5. Unit Price

When the Bid for the work is to be submitted on a unit price basis, unit price Bids will be accepted on all items of work set forth in the Bid, except those designated to be paid for as a lump sum. The estimated quantities of work to be done is tabulated in the Bid and although stated with as much accuracy as possible, are approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents. Unit prices will prevail in event of discrepancy and in bid tabulations.

### 6. Liquidated Damages

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Unless otherwise provided in the Special Conditions, the Contractor will pay to the City for the liquidated damages and not as penalty **\$800 dollars (\$800.00)** for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any Contractor will pay the City for the liquidated damages herein before mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation or damages for nonperformance of this Contract at the time stipulated herein and provided for. The attention of bidders is directed to the provisions and the General Conditions of contract requiring the Contractor to pay for all excess cost of field engineering and inspection as therein defined.

### 7. Listing of Subcontractors

Failure to list subcontractors and major suppliers, where feasible, may be cause for rejection of the Bidder's Bid as non-responsive.

### 8. Non-collusion:

By signing the Offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any public officer of such City of Battle Creek, Michigan, whereby such affidavit or affiants or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affidavit or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

### 9. Contractor's Insurance

- a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of the insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from all operations under this Contract. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>		<u>Limits of Liability</u>
Workers' Compensation:		\$ 100,000 or statutory limit
Commercial General Liability: (including XCU if appropriate)	Bodily Injury	\$1,000,000 each occurrence
	Property Damage or Combined Single Limit	\$1,000,000 each occurrence \$2,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage or Combined Single Limit	\$ 500,000 \$ 500,000

The City of Battle Creek shall be listed as an **additional insured on general liability coverage**, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, 10 N. Division, Suite 216, Battle Creek, MI 49014.

10. Vendor Evaluation: Experience with the City shall be taken into consideration when evaluating responsibility of the vendor.
11. Permits: Contractor shall secure all necessary permits to complete the work as described in this IFB. **These costs shall be included in the bid price.**
12. Bid Protest Procedure: Protests about the bid procedure must be in writing. This written protest must be received by the City of Battle Creek, located at 10 N. Division, Suite 216, Battle Creek, MI 49014. This written protest must be received by the City no later than ten (10) working days after notification to all bidders of the contract award decision. The City of Battle Creek must issue its written decision no more than ten (10) business days from the day the written protest was received.  
  
If a protester thinks that the City of Battle Creek has not followed these protest procedures, the protester has ten (10) business days from the alleged infraction to file a subsequent protest with the City of Battle Creek City Manager or federal granting agency if applicable.
13. FEDERAL TERMS AND CONDITIONS  
For federally funded projects, federal terms and conditions are hereby incorporated as a material part of this contract. In cases of conflict between terms in this agreement, the federal terms shall prevail.
14. OTHER FEDERAL COMPLIANCE: Contractor shall comply with Copeland Anti-kickback Act (18 U.S.C. 874); Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 USC 40 USC 3701-3708); Section 306 of the Clean Air Act (42 USC 7602, Air Pollution Prevention and Control); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
15. RECORD ACCESS: Contract shall grant access, if requested, by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor that are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions for federally funded projects.
16. RECORD RETENTION: Contractor shall retain all required records for three years after final payments and all other pending matters are closed.
17. CLEAN AIR ACT: Contractor shall comply with all applicable standards, orders, or requirements issued under Clean Air Act (42 U. S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. For federally funded contracts and subcontracts of amounts in excess of \$100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).
18. ENERGY EFFICIENCY: Contractor shall maintain mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors who bid for an award of \$100,000 or more for a federally funded project certify by signing the Offer to Contract that they have or will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
21. Contract Work Hours and Safety Standards Act: all federally funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
22. Clean Air Act for federally funded contracts in excess of \$150,000: Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The City will report violations to the Regional Office of the Environmental Protection Agency (EPA).
23. Davis-Bacon Act: as amended (40 U.S.C. 3141-3148: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination as included in this Invitation for Bid. Contractors shall pay wages not less than once a week. Contractor shall not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled.



## TERMS AND CONDITIONS

1. **ACCIDENT PREVENTION:** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of the contractor's fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and OSHA standards shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the city may determine to be reasonably necessary.
2. **CONFLICTS AND OMISSIONS:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. The City's decision shall be final.
3. **WORKING CONDITIONS:** The contractor shall conduct all work in accordance with all regulations governing the City Unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of the City Unit. Materials, tools, etc., shall be confined so as not to unduly encumber the premises.
4. **PRIOR EXAMINATION:** Contractor shall be familiar with local conditions affecting the job prior to submitting the bid. Contractor shall take their own measurements and be responsible for the correctness of same. Contractor shall be held to have made such examinations and no allowances will be made in their behalf by reason of error or omission on their part. If any part of the Contractor's work depends for proper results upon existing work or the work of another contractor, the Contractor, before commencing work, shall notify the Director in writing of any defects that will affect the results.
5. **OTHER CONTRACTS:** The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate their work with the work of such other contractors. The City shall not be liable for any damages or increased costs occasioned by the failure of other contractors or sub-contractors to execute their work as may be anticipated by these documents.
6. **INSPECTION:** Contractor shall at all times permit and facilitate inspection of the work by the City.
7. **CHANGES:** Contractor shall make changes in the contracted work only as ordered in writing by the City. The actual work performed under this contract may be increased 50% or decreased 25% from the approximate quantities set forth in the Schedule included herein. Work will be performed only based on written authorization from the City. The City reserves the right to include other similar projects in this contract over and above those mentioned in said tabulations within these limitations. If extra work orders are given in accordance with the provisions of this contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.
8. **GUARANTEE:** Contractor guarantees to remedy any defects due to faulty materials or workmanship, which appear in the work within one year from the date of final acceptance by the City.
9. **PROTECTION:** Contractor shall properly protect all new and existing structures from damage. Contractor shall comply with all safety rules and regulations as published by the Michigan Dept. of Labor, Bureau of Safety and Regulations.
10. **CLEAN-UP:** Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their waste, tools, equipment, staging and surplus materials from the structure and grounds used by the contractor and leave work clean and ready for use.
11. **SAFETY RULES:** Contractor shall perform all work under this contract in conformance with the State of Michigan general safety rules and regulations for the construction industry, as set out or authorized by the Michigan Occupational Safety and Health Act, Public Act 154 of 1974, as amended.
12. **CANCELLATION:**

This agreement may be terminated for reasons of convenience or default.

  - a) Termination for Convenience: The City of Battle Creek may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly

submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to or paid for by the City of Battle Creek, the Contractor will account for same, and dispose of it in the manner the City of Battle Creek directs.

- b) **Termination For Cause or Breach:** If the Contractor does not deliver the complete Project in accordance with this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, The City of Battle Creek may terminate, revoke or rescind this Agreement for default. Termination, revocation or rescission shall be effected by serving notice on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for the portions of the Project furnished, accepted, and found in compliance with the terms and conditions of this Agreement.

If it is later determined by the City of Battle Creek that the Contractor has an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of, or are beyond the control of the Contractor. The City of Battle Creek, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Termination, revocation or recession of this Agreement for default shall not affect or impair any rights or claims of the City of Battle Creek to damages for breach of any covenants of this Agreement by the Contractor. Further, should the Contractor fail to comply with the conditions of the Agreement or fail to complete the specified work or furnish the specified services as stipulated in the Agreement, the City of Battle Creek reserves the right to purchase on the open market, or to complete the required work at the expense of the Contractor and to pursue all other recoveries available to the City of Battle Creek under Michigan law.

- 13. SUBCONTRACTORS:** Bidders shall submit with the Bid any and all subcontractors to be associated with their bid, including the type of work to be performed. All subcontractors shall be bound by all of the terms, conditions and requirements of the bid/contract; however, the prime contractor shall be responsible for the performance of the total work requirements. Contractor must provide copies of licenses for subcontractors. No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and he will be held responsible for their work, which shall be subject to the provisions of the contract.

- The Contractor shall notify the Owner in writing of the names of all subcontractors he proposes to employ on the contract and shall not employ any subcontractors until the Owner's approval has been obtained.
- The Contractor agrees to be fully and directly responsible to the Owner for all acts and omissions of their subcontractors and of any other person employed directly or indirectly by the Contractor or subcontractors, and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- Nothing contained in this Contract Documents shall create any contractual relationship between any subcontractor and the Owner. It shall be further understood that the Owner will have no direct relations with any subcontractor. Any such necessary relations between Owner and subcontractor shall be handled by the Contractor.
- The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor, etc.) by all terms of the Contract Documents as far as applicable to the subcontractors' work unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

- 14. EMPLOYEES AND SUPERINTENDENCE:** Contractor shall enforce good order among their employees and shall not employ on the work site any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to them. Contractor, or a competent person having authority to act for them, shall be at the work site at all times.

- 15. ASSIGNMENT OF CONTRACT:** The Contract may not be assigned in whole or in part except upon the written consent of the Owner. Any assignment agreement shall be subject to review and approval by the Owner.

- 16. DEBARMENT & SUSPENSION:** Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth in 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by

agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

#### **17. DISPUTES**

Except as otherwise provided in the Contract, any dispute concerning a questions of fact arising under the Contract that is not disposed of by agreement shall be decided by the City of Battle Creek's City Engineer who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the City Engineer shall be final, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute there under, the Contractor shall proceed diligently with the performance of the Contract and in accordance with City Engineer's decision.

This clause does not preclude consideration of law questions in connection with decision provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on a question of law.

#### **18. SUPPLEMENTAL SCHEDULE OF UNIT PRICES FOR CONSTRUCTION CHANGES**

Where the Proposal Form requires a lump sum bid for a particular item (or items) and further requires bidder to submit a supplemental schedule of Unit Prices for possible construction changes in such item(s), the Owner may if it considers such Unit Prices reasonable include these prices in the Construction Contract. If the Owner considers such Unit Prices as unreasonable he may omit same from the Construction Contract.

Rejection at any time of such Unit Prices for Construction Changes as stated in the Proposal shall not otherwise affect the balance of the Proposal or Construction Contract.

## SECTION II – OFFER TO CONTRACT

DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

To: The City of Battle Creek, Michigan

The undersigned, as Bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; that they have carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda issued thereto; and Contractor proposes and agrees if this bid is accepted that they will contract with the City of Battle Creek, Michigan, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Battle Creek, Michigan, as therein set forth and to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that they will take in full payment therefore the sums set forth BELOW;

A bid must be made on each item with no qualifying statement(s). Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents. All specific cash allowances are included in the prices set forth below and have been computed in accordance with the Contract Documents.

### 2024 CPM 2024-054B

Item Code	Item Description	Unit	Est. Qty	Unit Price	EXTENDED PRICE
5057011	Seal, Single Chip, Type CST	Syd	82,110		
5057011	Fog Seal, Special	Syd	82,110		
8117050	Pavt Mrkg, Waterborne, School Sym	Ea	2		
8117001	Pavt. Mrkg, Waterborne, 24 inch Stop Bar	Ft	120		
8117001	Pavt. Mrkg, Waterborne, 12 inch Crosswalk	Ft	225		
8127051	Traffic Maintenance and Control, Special	LSUM	1		
1100001	Mobilization, Max 10%	LSUM	1		
8127050	Vehicle Towing, Special	Ea	10		
GRAND TOTAL:					

Acknowledgement of addenda: \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_

**BID CONDITIONS**

It is expressly understood and agreed that the total base bid as reflected on the attached Bidding Schedule is the basis for establishing the amount of the bid security on this bid and that this total base bid is not to be construed a Lump Sum Bid. It is further understood that quantities in the Bidding Schedule for unit price items are approximate only, and that payment of a contract will be made only on the actual quantities or work completed in place, measured on the basis defined in the General Provisions, Contract Specifications or other Contract Documents.

The undersigned has carefully checked the attached Bidding Schedule against the Contract Drawings and Specifications and other Contract Documents before preparing this Bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings, Specifications and other Contract Documents.

**BID SECURITY**

Accompanying this bid is a \_\_\_\_\_ in the amount of five percent (5%) or \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The total amount of bid security is based on the total base bid of this Bid.

**COMPLETION**

If awarded a contract under this Bid, the undersigned agrees to start work at the site June 1, 2024. The undersigned further agrees to complete the project by September 15, 2024.

**LIQUIDATED DAMAGES**

Liquidated damages of \$800.00 per calendar day will be assessed for failure to meet any deadline, as noted in the Project Specifications.

**BIDDER'S SIGNATURE:** Complete the applicable paragraph below.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

**(a) Corporation**

The bidder is a corporation organized and existing under the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_, and the full names of its officers are as follows:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

**(b) Co-Partnership**

The bidder is a co-partnership consisting of individual partners whose full names are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(c) Individual**

The bidder is an individual whose full name is \_\_\_\_\_ and, if operating under a trade name, said trade name is \_\_\_\_\_.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

**THIS BID OFFERED BY:**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

(SEAL)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

County of \_\_\_\_\_

Commission Expires: \_\_\_\_\_

### **SECTION III - CONTRACTOR'S BID FORMS**

THESE FORMS MUST BE RETURNED WITH THE BID

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CONTRACTOR'S BID BOND

CORPORATION CERTIFICATE

SUBCONTRACTOR AND DBE FORM

STATEMENT OF EXPERIENCE OF BIDDERS

## CONTRACTOR'S BID BOND

We, \_\_\_\_\_, (hereinafter called the "Principal"), and \_\_\_\_\_, (hereinafter called the "Principal"), and \_\_\_\_\_ hereinafter called the "Surety", a corporation chartered and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_ and authorized to do business in the State of Michigan, are held and firmly bound unto the City of Battle Creek (hereinafter called the "Owner"), in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment shall be made, the Principal and Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to complete this contract.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Bid and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract performance bond payable to the Owner, and in an amount of One Hundred Percent (100%) of the total contract price in the form and with security satisfactory to said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

The Principal and Surety duly sign and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
(Seal)

Countersigned: \_\_\_\_\_

**CERTIFICATE TO BE EXECUTED**

**IF**

**CONTRACTOR IS A CORPORATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor hereinabove; that \_\_\_\_\_ who signed the foregoing Agreement on behalf of the Contractor was then the \_\_\_\_\_ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_

(Corporate Seal)



**SUBCONTRACTOR AND DBE FORM – submit with bid**

**I. YOUR FIRM’S BACKGROUND:**

Is your firm an MBE (at least 51% minority ownership)?    ☐ YES    ☐ NO

Is your firm a WBE (at least 51% woman ownership)?    ☐ YES    ☐ NO

Are you subcontracting any part of this project?    ☐ YES    ☐ NO

**II. SUBCONTRACTING INFORMATION:** If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
			Y / N	Y / N	

**STATEMENT OF EXPERIENCE OF BIDDER**

The Bidder shall state below the work of similar magnitude or character that they have done, and shall give references that will enable the City of Battle Creek to judge their experience, skill and business standing and of their ability to conduct the work as completely and as rapidly as required under the terms of this contract.

**PROJECT AND LOCATION**

**REFERENCES (include name and email)**


## **SECTION IV - CONTRACTOR'S CONTRACT FORMS**

THESE FORMS WILL BE REQUIRED FOR AWARD

CONTRACT FORM

PERFORMANCE BOND

LABOR AND MATERIAL BOND

**CONTRACT FORM**  
**CONTRACT NO. 2024-054B**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between \_\_\_\_\_ hereinafter called the "Contractor" and the City of Battle Creek, hereinafter called the "Owner."

In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

**I. The Contractor promises and agrees**, for the 2024 Local Capital Preventative Maintenance project, single chip seal application and finishing application of fog seal, with pavement markings to follow. This project is located in the Lamora Park neighborhood in the City of Battle Creek.

A. To furnish all materials, construction water, equipment, tools, dewatering devices, skill and labor of every description necessary or reasonable incidental to carrying forth and completing in good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the true intent of the NOTICE TO BIDDERS, SPECIAL INSTRUCTIONS, GENERAL INSTRUCTIONS, INVITATION FOR BID, SPECIAL CONDITIONS, GENERAL CONDITIONS, AGREEMENT, BONDS, GENERAL SPECIFICATIONS, CONTRACTOR'S BID and Project Specifications, and other contract documents and addenda thereto, which are hereby made a part hereof as fully and to the same effect as though they had been set forth at length herein.

B. To commence work under this contract on or before a date to be specified by the owner in a written Notice to Proceed and complete the project by the date specified in the Invitation for Bid.

C. Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. The Contractor will be held responsible for having carefully examined all drawings and read all requirements of the specifications and all Contract Documents to avoid omissions or duplications and to insure a complete job.

D. The Contractor must be fully informed about conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this contract.

E. Any claim by the Contractor of an inability to meet any requirement set forth in the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time their Bid was submitted, and specific provision is made for such claim in the Agreement between Owner and Contractor (Bid and Agreement).

F. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

G. NON-DISCRIMINATION CLAUSE: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin,

sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

**II. The Owner promises and agrees:**

A. To pay the Contractor for said work when completed in accordance with the provisions of these contract documents, and for the contract sum of:

dollars (\$\_\_\_\_\_).

Payment for work is subject to additions provided therein and for the authorized work complete in place and accepted by the Owner or its authorized representatives.

III. It is further understood and agreed between the parties hereto as follows:

A. The said work is to be done in accordance with the laws of the State of Michigan to the entire satisfaction and approval of the Owner or its duly authorized representatives.

B. The decision of said Owner's authorized representative upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

C. If, at any time after the execution of the Agreement and the Bond for its faithful performance, the Owner shall deem the surety or sureties then upon said bond to be unsatisfactory or, if, for any reason said bond shall cease to be adequate security for the performance of the work, the Contractor shall, at their expense, within fifteen (15) calendar days after receipt of written notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

D. VENUE: Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

E. GOVERNING LAW: This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, the day and year first above written.

STATE OF MICHIGAN)  
                                  ) ss  
COUNTY OF CALHOUN)

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

CONTRACT FORM APPROVED BY:

\_\_\_\_\_  
City Attorney

SIGNED, SEALED, AND  
EXECUTED BY CONTRACTOR:

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov):**

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

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

SIGNED, SEALED, & EXECUTED  
BY CITY OF BATTLE CREEK

\_\_\_\_\_  
City Manager

## **PERFORMANCE BOND**

Let it be known that \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Battle Creek in the sum of \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$ \_\_\_\_\_) for the payment of which sum of money to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly as required by written contract.

WHEREAS, the Principal has entered into a certain written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the \_\_\_\_\_ complete, as described in the foregoing Bid and Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless said City of Battle Creek against any liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agreed that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### **PRINCIPAL ATTEST:**

\_\_\_\_\_  
Principal Business Name

\_\_\_\_\_  
Principal Secretary Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Secretary Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Witness of Principal

### **SURETY ATTEST:**

\_\_\_\_\_  
Surety Business Name

BY: \_\_\_\_\_  
Attorney-in-Fact Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Attorney-in-Fact Printed Name

\_\_\_\_\_  
City, State, Zip

## **LABOR AND MATERIALS BOND**

Let it be known that, that we, the undersigned, \_\_\_\_\_, hereinafter called the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter called the "Surety," are held and firmly bound unto the City of Battle Creek, hereinafter called the "Owner," for use of any and every person, co-partnership, association or corporation interested in sum of \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$ \_\_\_\_\_), to be paid to the said obligees or its or their assigns, to which payment be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our respective seals and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the above bounded \_\_\_\_\_, Principal, has entered into a contract with the City of Battle Creek.

Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS CONDITION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore may sue in assumption on this bond in the name of the Owner for their use prosecute the same to final judgment for such sum or sums as may be justly due to them, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, that any alterations that may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner or any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under the seal and day and year first above written.

ATTEST:

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

ATTEST

\_\_\_\_\_

BY: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)



## SECTION V - SPECIAL CONDITIONS

1. Supplementary Definitions: The following additional definitions supplement the definitions are provided:

- (a) "Owner" or "City of Battle Creek" or "City" shall mean the City of Battle Creek, MI, acting through the City Commission or any other board official, or officials to which or whom the power belonging to the Commission shall, by virtue of any act or acts thereafter passed are held to appertain.
- (b) "Engineer" shall mean the City Engineer, or other persons designated by the City acting directly or through authorized agents.
- (c) "Contract Drawings" The drawings applicable to the work to be performed under this contract and that are referred to in this documents as the plans or as the contract drawings.

Whenever any word or expression defined in this paragraph, or pronoun used in its stead, occurs in these Contract Documents, it shall have, and is mutually understood to have, the meanings hereinafter given unless the context clearly indicates otherwise.

- (a) "Contract Documents" or "Contract Document" shall mean and include all those documents listed and included under the definition of "Contract Documents" in these General Conditions.
- (b) "Contract" or "Construction Contract" means and includes all of the Contract Documents, referred to in the General Conditions, covering the performance of the work and the furnishing of all labor, equipment, materials and other property required for the doing of the work, and covering the doing of all other things required by said Contract Document.
- (c) "Instructions to Bidders" shall mean and include both the Special Instructions to Bidders and the General Instructions to Bidders which are bound herewith.
- (d) "Conditions", "Contract Conditions" or "Conditions of Contract" shall mean both the Special Conditions of Contract and the General Conditions of Contract which are bound herewith.
- (e) "General Conditions" or "General Conditions of Contract" shall mean and include those "General Conditions" which are bound herewith.
- (f) "Owner" or "City of Battle Creek" or "City" shall mean the City of Battle Creek, Michigan, acting through the City Commission or any other board, official or officials to which or to whom the power belonging to the Commission shall by virtue of any act or acts thereafter passed are held to appertain.
- (g) "Specifications" or "Contract Specifications" shall mean and include all those "Contract Specifications" which are bound herewith, and which are listed, mentioned or referred to in the Special Conditions of Contract in the paragraph entitled "Contract Specifications", and include but are not limited to "Project Specifications" and "General Specifications".
- (h) "Contract Drawings" or "Plans" shall mean and include all drawings which have been prepared by or in behalf of the Owner, as a basis for proposals, when duly made a part of this Contract by incorporation or reference; all drawings submitted in pursuance of the terms of this Contract by the successful bidder with their proposal and by the Contractor to the Owner if and when approved by the Engineer; and all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for in the Contract.
- (i) "Work" or "Project" shall mean and include the doing of all things required of the Contractor under the Contract Documents, including but not limited to the furnishing, construction and installation of all equipment, facilities and improvements therein mentioned, and the furnishing of all labor, materials, equipment, tools and other things necessary therefore, all as provided by the Contract Documents.

- (j) "Contractor" or "Construction Contractor" shall mean the party to whom the Contract for the work described in the Contract Documents has been awarded and who executes the Agreement for the doing of the work covered by the Contract.
- (k) "Subcontractor" shall mean a person, firm or corporation, other than the Contractor, supplying labor and materials, or labor only, at the site of the work.
- (l) "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer or by the Owner, limited to the particular duties entrusted to him or them.
- (m) "Date of Award" of Contract shall mean the date formal notice of such award, signed by the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown in their Proposal by some officer or agent of the Owner duly authorized to give such notice.
- (n) "Day" or "Days", unless herein otherwise expressly defined, shall mean working day or days.
- (o) "Where "as shown", "as indicated", and "as detailed", or words of similar import are used, it shall be understood that reference to the Contract Documents which are a part of the Contract Documents is made unless stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Engineer is intended unless stated otherwise. "Provide" shall be understood to mean "provide complete in place", that is, "furnish and install".
- (p) Equipment supplier means the manufacturer who fabricates and/or assembly units to make up a complete equipment item. It does not mean a subcontractor who purchases an item of equipment from a manufacturer.

## 2. Contract Documents Defined

A Contract Document consists of and includes the following:

A. Volume

- (a) Invitation For Bids
- (b) Special Instructions to Bidders
- (c) Proposal
- (d) Special Conditions of Contract
- (e) Agreement
- (f) Contract Specifications including all documents, and papers included in or referred to in the foregoing.
- (g) The Bonds and Insurance Certificates and Policies.

B. Volume II Contract Drawings

C. Addenda Any and all Addenda to the foregoing.

## 3. Abbreviations Used

Wherever abbreviations are used in this Contract Document, each such abbreviation shall have the following listed meaning:

(a) Units of Measure

CY	Cubic Yard
Ft.	Feet
Lbs	Pounds
M	One Thousand
MFBM	One Thousand Feet Board Measure
C	Centigrade
F	Fahrenheit
HP	Horsepower
KVA	Kilovolt Ampere

BTU British Thermal Unit

(b) Types and Units

PVC	Polyvinyl Chloride
MJ	Mechanical Joint
B & S	Bell and Spigot
T & G	Tongue and Groove
SS	Single Strength
DS	Double Strength
VC	Vitrified Clay
RC	Reinforced Concrete
MH	Manhole
CB	Catchbasin
ES	Extra Strength

(c) Organizations and Publications

AASHTO	American Association of State Highway and Transportations Officers
ACI	American Concrete Institute
AGA	American Gas Association
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AMCA	Air Moving and Conditioning Association, Inc.
ASA	American Standards Association, Inc.
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWI	Architectural Woodwork Institute
CS	Commercial Standard - U.S. Department of Commerce
FSS	Federal Supply Service
FM	Factory Mutual Laboratories
IBR	Institute of Boiler and Radiator Maintenance
MDOT	MI Department of Transportation
MRDTI	Metal Roof Deck Technical Inst.
MSS	Manufacturers Standardization Society of The Valve and Fitting Industry
NBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NBFU	National Board of Fire Underwriters
NCPWB	National Certified Pipe Welding Bureau
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Assoc.
NLMA	National Lumber Manufacturers Association PCA Portland Cement Association
UL	Underwriters Laboratory
UBC	Uniform Building Code

## SECTION VI – PREVAILING WAGES

"General Decision Number: MI20240158 01/05/2024

Superseded General Decision Number: MI20230158

State: Michigan

Construction Type: Heavy  
HAZARDOUS WASTE REMOVAL

Counties: Michigan Statewide.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered   into on or after January 30,   2022, or the contract is   renewed or extended (e.g., an   option is exercised) on or   after January 30, 2022:         	. Executive Order 14026   generally applies to the   contract.   . The contractor must pay   all covered workers at   least \$17.20 per hour (or   the applicable wage rate   listed on this wage   determination, if it is   higher) for all hours   spent performing on the   contract in 2024. 
If the contract was awarded on   or between January 1, 2015 and   January 29, 2022, and the   contract is not renewed or   extended on or after January   30, 2022:         	. Executive Order 13658   generally applies to the   contract.   . The contractor must pay all   covered workers at least   \$12.90 per hour (or the   applicable wage rate listed   on this wage determination,   if it is higher) for all   hours spent performing on   that contract in 2024. 

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

0 01/05/2024

ENGI0325-011 10/01/2011

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND,  
ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,  
LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE,  
MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM,  
MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON,  
OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON,  
SAGINAW, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE,  
TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators - hazardous waste removal: (AREA 1)		
AREA 1: LEVEL A		
Engineer when operating crane with boom and jib or leads 140' or longer....\$ 34.68		19.70
Engineer when operating crane with boom and jib or leads 220' or longer....\$ 34.98		19.70
GROUP 1.....\$ 32.03		19.70
GROUP 2.....\$ 27.80		19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 33.00		19.70
AREA 1: LEVEL B AND C		
Engineer when operating crane with boom and jib or leads 140' or longer....\$ 33.73		19.70
Engineer when operating crane with boom and jib or leads 220' or longer....\$ 34.03		19.70
GROUP 1.....\$ 31.08		19.70
GROUP 2.....\$ 26.85		19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 32.05		19.70
AREA 1: LEVEL D WHEN CAPPING LANDFILL		
Engineer when operating crane with boom and jib or leads 140' or longer....\$ 32.18		19.70
Engineer when operating crane with boom and jib		

or leads 220' or longer....\$	32.48	19.70
GROUP 1.....\$	29.53	19.70
GROUP 2.....\$	25.30	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$	29.88	19.70
AREA 1: LEVEL D		
Engineer when operating crane with boom and jib or leads 140' or longer....\$	32.43	19.70
Engineer when operating crane with boom and jib or leads 220' or longer....\$	32.73	19.70
GROUP 1.....\$	29.78	19.70
GROUP 2.....\$	25.55	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$	30.75	19.70
Power equipment operators - hazardous waste removal: (AREA 2)		
AREA 2: LEVEL A		
Engineer when operating crane with boom and jib or leads 140' or longer....\$	32.97	19.70
Engineer when operating crane with boom and jib or leads 220' or longer....\$	33.27	19.70
GROUP 1.....\$	30.32	19.70
GROUP 2.....\$	25.92	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$	31.29	19.70
AREA 2: LEVEL B AND C		
Engineer when operating crane with boom and jib or leads 140' or longer....\$	31.91	19.70
Engineer when operating crane with boom and jib or leads 220' or longer....\$	32.23	19.70
GROUP 1.....\$	29.37	19.70
GROUP 2.....\$	24.98	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$	30.34	19.70
AREA 2: LEVEL D WHEN CAPPING LANDFILL		
Engineer when operating		

crane with boom and jib or leads 140' or longer....\$ 30.47	19.70
Engineer when operating crane with boom and jib or leads 220' or longer....\$ 30.77	19.70
GROUP 1.....\$ 27.82	19.70
GROUP 2.....\$ 23.43	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 28.79	19.70
AREA 2: LEVEL D	
Engineer when operating crane with boom and jib or leads 140' or longer....\$ 30.72	19.70
Engineer when operating crane with boom and jib or leads 220' or longer....\$ 31.02	19.70
GROUP 1.....\$ 28.07	19.70
GROUP 2.....\$ 23.68	19.70
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 29.04	19.70

#### HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

Group 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self- propelled or tractor drawn), side boom tractor, slip form paver, slope paver, trencher, ultra high pressure waterjet cutting tool system, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), well drilling rig and hydro excavator

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p.), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, welding machine and water wagon

LABO0005-006 10/01/2022

	Rates	Fringes
Laborers - hazardous waste abatment: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE		

CITY OF BATTLE CREEK PURCHASING  
INVITATION FOR BID NO. 2024-054B

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AND WEXFORD COUNTIES - Zone

10)

Levels A, B or C.....	\$ 17.45	12.75
class b.....	\$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 16.45 **	12.75
class a.....	\$ 17.64	12.90

Zone 10

Laborers - hazardous waste  
abatement: (ALGER, BARAGA,  
CHIPPEWA, DELTA, DICKINSON,  
GOGEBIC, HOUGHTON, IRON,  
KEWEENAW, LUCE, MACKINAC,  
MARQUETTE, MENOMINEE,  
ONTONAGON AND SCHOOLCRAFT  
COUNTIES - Zone 11)

Levels A, B or C.....	\$ 25.18	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 22.58	12.90

Laborers - hazardous waste  
abatement: (ALLEGAN, BARRY,  
BERRIEN, BRANCH, CALHOUN,  
CASS, IONIA COUNTY (except  
the city of Portland);  
KALAMAZOO, KENT, LAKE,  
MANISTEE, MASON, MECOSTA,  
MONTCALM, MUSKEGON, NEWAYGO,  
OCEANA, OSCEOLA, OTTAWA, ST.  
JOSEPH AND VAN BUREN COUNTIES  
- Zone 9)

Levels A, B or C.....	\$ 21.88	13.26
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.80	12.90

Laborers - hazardous waste  
abatement: (ARENAC, BAY,  
CLARE, GLADWIN, GRATIOT,  
HURON, ISABELLA, MIDLAND,  
OGEMAW, ROSCOMMON, SAGINAW  
AND TUSCOLA COUNTIES - Zone 8)

Levels A, B or C.....	\$ 23.74	12.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.80	12.90

Laborers - hazardous waste  
abatement: (CLINTON, EATON



CITY OF BATTLE CREEK PURCHASING  
INVITATION FOR BID NO. 2024-054B

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AND INGHAM COUNTIES; IONIA  
COUNTY (City of Portland);  
LIVINGSTON COUNTY (west of  
Oak Grove Rd., including the  
City of Howell) - Zone 6)

Levels A, B or C.....\$ 26.33 12.95

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 24.64 12.90

Laborers - hazardous waste  
abatement: (GENESEE, LAPEER  
AND SHIAWASSEE COUNTIES -  
Zone 7)

Levels A, B or C.....\$ 24.20 13.80

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 23.20 13.80

Laborers - hazardous waste  
abatement: (HILLSDALE,  
JACKSON AND LENAWEE COUNTIES  
- Zone 4)

Levels A, B or C.....\$ 27.13 14.95

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 24.17 12.90

Laborers - hazardous waste  
abatement: (LIVINGSTON COUNTY  
(east of Oak Grove Rd. and  
south of M-59, excluding the  
city of Howell); AND  
WASHTENAW COUNTY - Zone 3)

Levels A, B or C.....\$ 29.93 14.20

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 28.93 14.20

Laborers - hazardous waste  
abatement: (MACOMB AND WAYNE  
COUNTIES - Zone 1)

Levels A, B or C.....\$ 29.93 16.90

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 28.93 16.90

Laborers - hazardous waste  
abatement: (MONROE COUNTY -  
Zone 4)

Levels A, B or C.....\$ 31.75	14.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 31.75	14.90
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)	
Level A, B, C.....\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 28.93	16.90
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)	
Levels A, B or C.....\$ 26.21	16.62
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 24.75	16.35

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====  
\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$17.20) or 13658  
(\$12.90). Please see the Note at the top of the wage  
determination for more information. Please also note that the  
minimum wage requirements of Executive Order 14026 are not  
currently being enforced as to any contract or subcontract to  
which the states of Texas, Louisiana, or Mississippi, including  
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including  
preventive care; to assist a family member (or person who is  
like family to the employee) who is ill, injured, or has other  
health-related needs, including preventive care; or for reasons  
resulting from, or to assist a family member (or person who is  
like family to the employee) who is a victim of, domestic  
violence, sexual assault, or stalking. Additional information  
on contractor requirements and worker protections under the EO

is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to  
Administrative Review Board

CITY OF BATTLE CREEK PURCHASING  
INVITATION FOR BID NO. 2024-054B

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

General Decision Number: MI20240001 02/23/2024

Superseded General Decision Number: MI20230001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

CITY OF BATTLE CREEK PURCHASING  
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protections under the Executive Orders is available at  
<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024

CARP0004-004 06/01/2019

REMAINDER OF STATE

	Rates	Fringes
CARPENTER ( Piledriver).....	\$ 27.62	20.59

CARP0004-005 06/01/2018

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 30.50	27.28

ELEC0017-005 06/01/2023

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 29.24	7.20+32%
Journeyman Signal Tech, Communications Tech, Tower		
Tech & Fiber Optic Splicers.	\$ 52.02	7.20+32%
Journeyman Specialist.....	\$ 53.83	32%+7.20
Operator A.....	\$ 37.13	7.20+32%
Operator B.....	\$ 34.67	7.20+32%

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

ENGI0324-003 06/01/2023

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 53.02	25.25
GROUP 2.....	\$ 54.02	25.25
GROUP 3.....	\$ 51.52	25.25
GROUP 4.....	\$ 52.52	25.25
GROUP 5.....	\$ 50.02	25.25
GROUP 6.....	\$ 51.02	25.25

GROUP 7.....	\$ 49.75	25.25
GROUP 8.....	\$ 50.75	25.25
GROUP 9.....	\$ 49.30	25.25
GROUP 10.....	\$ 50.30	25.25
GROUP 11.....	\$ 48.57	25.25
GROUP 12.....	\$ 49.57	25.25
GROUP 13.....	\$ 48.21	25.25
GROUP 14.....	\$ 49.21	25.25
GROUP 15.....	\$ 47.57	25.25
GROUP 16.....	\$ 44.37	25.25
GROUP 17.....	\$ 28.89	12.40
GROUP 18.....	\$ 33.38	25.25

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July,  
Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib  
400' or longer  
GROUP 2: Engineer when operating combination of boom and jib  
400' or longer on a crane that requires an oiler  
GROUP 3: Engineer when operating combination of boom and jib  
300' or longer  
GROUP 4: Engineer when operating combination of boom and jib  
300' or longer on a crane that requires an oiler  
GROUP 5: Engineer when operating combination of boom and jib  
220' or longer  
GROUP 6: Engineer when operating combination of boom and jib  
220' or longer on a crane that requires an oiler  
GROUP 7: Engineer when operating combination of boom and jib  
140' or longer  
GROUP 8: Engineer when operating combination of boom and jib  
140' or longer on a crane that requires an oiler  
GROUP 9: Tower crane & derrick operator (where operator's  
work station is 50 ft. or more above first sub-level)  
GROUP 10: Tower crane & derrick operator (where operator's  
work station is 50 ft. or more above first sub-level) on a  
crane that requires an oiler  
GROUP 11: Engineer when operating combination of boom and jib  
120' or longer  
GROUP 12: Engineer when operating combination of boom and jib  
120' or longer on a crane that requires an oiler  
GROUP 13: Crane operator; job mechanic and 3 drum hoist and  
excavator  
GROUP 14: Crane operator on a crane that requires an oiler  
GROUP 15: Hoisting operator; 2 drum hoist and rubber tired  
backhoe  
GROUP 16: Forklift and 1 drum hoist  
GROUP 17: Compressor or welder operator  
  
GROUP 18: Oiler

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ENGI0324-004 06/01/2023  
AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON,  
HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON,  
MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA,  
ST. JOSEPH, VAN BUREN

CITY OF BATTLE CREEK PURCHASING  
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AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE,  
KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1.....	\$ 53.02	25.25
GROUP 2.....	\$ 49.75	25.25
GROUP 3.....	\$ 48.21	25.25
GROUP 4.....	\$ 44.37	25.25
GROUP 5.....	\$ 28.89	12.40
GROUP 6.....	\$ 33.38	25.25
AREA 2		
GROUP 1.....	\$ 53.02	25.25
GROUP 2.....	\$ 49.75	24.25
GROUP 3.....	\$ 48.21	25.25
GROUP 4.....	\$ 44.37	25.25
GROUP 5.....	\$ 28.89	12.40
GROUP 6.....	\$ 33.38	25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

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ENGI0324-005 09/01/2023

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND,  
ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,  
CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD,  
DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST.  
JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Underground construction)		



(including sewer))

AREA 1:

GROUP 1.....	\$ 41.08	25.25
GROUP 2.....	\$ 36.25	25.25
GROUP 3.....	\$ 35.52	25.25
GROUP 4.....	\$ 34.95	25.25
GROUP 5.....	\$ 25.35	12.10

AREA 2:

GROUP 1.....	\$ 39.27	25.25
GROUP 2.....	\$ 34.38	25.25
GROUP 3.....	\$ 33.88	25.25
GROUP 4.....	\$ 33.60	25.25
GROUP 5.....	\$ 25.35	12.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

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\* ENGI0324-006 06/01/2023

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY,

BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN,  
CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON,  
EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE,  
HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON,  
KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU,  
LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE,  
MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM,  
MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON,  
OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON,  
SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT,  
SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

Rates Fringes

Power equipment operators:

(AIRPORT, BRIDGE & HIGHWAY

CONSTRUCTION)

GROUP 1.....	\$ 40.46	25.25
GROUP 2.....	\$ 37.73	25.25
GROUP 3.....	\$ 33.17	25.55
GROUP 4.....	\$ 33.00	25.25

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self- propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt paver (self- propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete)).

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm);

GROUP 3: Boiler fire tender; Tractor operator (farm type with attachment); Concrete Breaker; Wagon Drill Operator;

GROUP 4: Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Boom or winch hoist truck operator; Endloader operator \*under 1 yd. capacity); Roller Operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump; Skid Steer.

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ENGI0324-007 05/01/2023  
ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 38.50	25.00
Crane operator, main boom & jib 120' or longer.....	\$ 44.97	25.00
Crane operator, main boom & jib 140' or longer.....	\$ 44.17	24.60
Crane operator, main boom & jib 220' or longer.....	\$ 45.27	25.00
Mechanic with truck and tools.....	\$ 44.10	25.00
Oiler and fireman.....	\$ 39.96	25.00
Regular operator.....	\$ 42.32	25.00

\* ENGI0324-008 10/01/2023

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 37.37	15.44
GROUP 2.....	\$ 35.33	15.44

#### SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jettors and vacuum and mechanical debris

removal systems

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ENGI0325-012 05/01/2023

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 36.18	25.25
GROUP 2.....	\$ 33.45	25.25

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

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IRON0008-007 06/01/2022

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts		
\$10,000,000 or greater.....	\$ 38.14	28.70
General contracts less than \$10,000,000.....	\$ 38.14	28.70

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0025-002 06/01/2023

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:..\$ 24.59		25.43
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...\$ 25.81		26.43
IRONWORKER		
Ornamental and Structural...\$ 34.50		38.44
Reinforcing.....\$ 32.68		35.15

IRON0055-005 07/01/2022

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....\$ 23.59		19.35
All other work.....\$ 33.00		27.20

IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....\$ 31.75		22.84

\* LABO0005-006 10/01/2022

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....\$ 17.45		12.75
class b.....\$ 18.64		12.90
Work performed in conjunction with site preparation not requiring the use of personal		

protective equipment;		
Also, Level D.....	\$ 16.45 **	12.75
class a.....	\$ 17.64	12.90
Zone 10		
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEbic, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C.....	\$ 25.18	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 22.58	12.90
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)		
Levels A, B or C.....	\$ 21.88	13.26
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.80	12.90
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)		
Levels A, B or C.....	\$ 23.74	12.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 20.80	12.90
Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)		
Levels A, B or C.....	\$ 26.33	12.95
Work performed in conjunction with site		

preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 24.64	12.90	
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)		
Levels A, B or C.....\$ 24.20	13.80	
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 23.20	13.80	
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEЕ COUNTIES - Zone 4)		
Levels A, B or C.....\$ 27.13	14.95	
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 24.17	12.90	
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....\$ 29.93	14.20	
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 28.93	14.20	
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)		
Levels A, B or C.....\$ 29.93	16.90	
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 28.93	16.90	
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)		
Levels A, B or C.....\$ 31.75	14.90	
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....\$ 31.75	14.90	
Laborers - hazardous waste		

abatement: (OAKLAND COUNTY  
and the Northeast portion of  
LIVINGSTON COUNTY bordered by  
Oak Grove Road on the West  
and M-59 on the South - Zone

2)

Level A, B, C.....\$ 29.93	16.90
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Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 28.93	16.90
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Laborers - hazardous waste  
abatement: (SANILAC AND ST.  
CLAIR COUNTIES - Zone 5)

Levels A, B or C.....\$ 26.21	16.62
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Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 24.75	16.35
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LABO0259-001 09/01/2023

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES  
AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,  
MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON,  
NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO,  
OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.  
JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN,  
WASHTENAW AND WEXFORD COUNTIES

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
AREA 1		
GROUP 1.....\$ 23.62	16.93	
GROUP 2.....\$ 23.73	16.93	
GROUP 3.....\$ 23.79	16.93	
GROUP 4.....\$ 23.97	16.93	
GROUP 5.....\$ 24.22	16.93	
GROUP 6.....\$ 24.55	16.93	
GROUP 7.....\$ 17.83	16.93	
AREA 2		
GROUP 1.....\$ 27.57	16.93	
GROUP 2.....\$ 25.24	16.93	
GROUP 3.....\$ 25.34	16.93	
GROUP 4.....\$ 29.57	16.93	
GROUP 5.....\$ 25.76	16.93	
GROUP 6.....\$ 26.07	16.93	
GROUP 7.....\$ 25.57	16.93	



SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LABO0334-001 09/01/2022

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES:		
GROUP 1.....	\$ 23.47	16.72
GROUP 2.....	\$ 23.58	16.72
GROUP 3.....	\$ 23.63	16.72
GROUP 4.....	\$ 23.71	16.72
GROUP 5.....	\$ 24.17	16.72
GROUP 6.....	\$ 22.00	16.72
GROUP 7.....	\$ 17.84	16.72
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1.....	\$ 25.20	16.72
GROUP 2.....	\$ 24.91	16.72
GROUP 3.....	\$ 25.03	16.72

CITY OF BATTLE CREEK PURCHASING  
INVITATION FOR BID NO. 2024-054B

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GROUP 4.....	\$ 25.10	16.72
GROUP 5.....	\$ 25.25	16.72
GROUP 6.....	\$ 22.55	16.72
GROUP 7.....	\$ 22.11	16.72
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1.....	\$ 23.39	16.72
GROUP 2.....	\$ 23.13	16.72
GROUP 3.....	\$ 23.25	16.72
GROUP 4.....	\$ 23.30	16.72
GROUP 5.....	\$ 23.44	16.72
GROUP 6.....	\$ 20.74	16.72
GROUP 7.....	\$ 22.23	16.72
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES:		
GROUP 1.....	\$ 22.42	16.72
GROUP 2.....	\$ 22.15	16.72
GROUP 3.....	\$ 22.26	16.72
GROUP 4.....	\$ 22.33	16.72
GROUP 5.....	\$ 22.45	16.72
GROUP 6.....	\$ 19.67	16.72
GROUP 7.....	\$ 22.30	16.72
ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:		

GROUP 1.....	\$ 22.24	16.72
GROUP 2.....	\$ 22.38	16.72
GROUP 3.....	\$ 22.51	16.72
GROUP 4.....	\$ 22.56	16.72
GROUP 5.....	\$ 22.64	16.72
GROUP 6.....	\$ 19.99	16.72
GROUP 7.....	\$ 22.45	16.72

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0465-001 06/01/2023

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 29.67	13.45
GROUP 2.....	\$ 29.88	13.45
GROUP 3.....	\$ 30.17	13.45
GROUP 4.....	\$ 30.61	13.45
GROUP 5.....	\$ 30.23	13.45
GROUP 6.....	\$ 30.66	13.45
LABORER (AREA 2)		
GROUP 1.....	\$ 26.92	12.90
GROUP 2.....	\$ 27.12	12.90
GROUP 3.....	\$ 27.36	12.90
GROUP 4.....	\$ 27.71	12.90
GROUP 5.....	\$ 27.58	12.90
GROUP 6.....	\$ 27.92	12.90
LABORER (AREA 3)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90
LABORER (AREA 4)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender (including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

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LABO1076-005 04/01/2023

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 25.17	13.32
Zone 2.....	\$ 24.22	13.45
Zone 3.....	\$ 21.60	13.45
Zone 4.....	\$ 20.97	13.43
Zone 5.....	\$ 21.00	13.40

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on

residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay rate.

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5 - Remaining Counties in Michigan

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PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

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PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
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PAINTER

Brush and roller.....	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting.....	\$ 24.94	13.35

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PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

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PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

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PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

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PAIN1011-003 06/02/2022

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 24.66	14.99

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30 per hour additional.

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PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02
FOOTNOTES: Lead abatement work: \$1.00 per hour additional. Work with any hazardous material: \$1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: \$1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: \$1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): \$1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: \$1.00 per hour additional, paid from the ground up.		

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PAIN1803-003 06/01/2019

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER		
Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants.....	\$ 25.39	14.68
All other work, including maintenance of industrial plant.....	\$ 25.39	14.68
FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.		

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PLAS0514-001 06/01/2023

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,



CITY OF BATTLE CREEK PURCHASING  
INVITATION FOR BID NO. 2024-054B

Page 56 of 63

DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,  
LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST.  
JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 33.00	18.51
ZONE 2.....	\$ 31.50	18.51

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PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY,  
BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,  
MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE,  
MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,  
OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.  
CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,  
VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas		
distribution pipeline:		
Welding in conjunction		
with gas distribution		
pipeline work.....	\$ 33.03	20.19
All other work:.....	\$ 24.19	12.28

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TEAM0007-004 06/01/2020

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,  
LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST.  
CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW  
AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms		
and lowboys.....	\$ 28.05	.50 + a+b

Trucks under 8 cu. yds.....	\$ 27.80	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 27.90	.50 + a+b
AREA 2		
Euclids, double bottomms and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms and lowboys.....	\$ 28.15	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.90	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 28.00	.50 + a+b

Footnote:

- a. \$470.70 per week  
b. \$68.70 daily

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TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,  
LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST.  
CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND,  
WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375
AREA 2		
GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

FOOTNOTE:

- a. \$132.70 per week, plus \$17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools  
required to construct and set concrete forms required in  
the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and  
power tools, and operates all other equipment, mobile or  
otherwise, required for the installation of highway and  
street signs

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TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW  
AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04
AREA 2		
GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

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\* SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10 **	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 22.89	13.45
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 20.19	13.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 30.52	13.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 27.47	13.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE,		

OAKLAND, WASHTENAW AND WAYNE  
COUNTIES)

Group 1.....	\$ 26.92	13.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)		
Group 2.....	\$ 24.23	13.45

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted  
striper, grinder, blaster, groover, or thermoplastic melter  
for the placement or removal of temporary or permanent  
pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for  
the placement or removal of temporary or permanent pavement  
markings or markers not covered by the classification of  
Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or  
removal of temporary or permanent pavement markings or  
markers in a moving convoy operation not performed by the  
classification of Pavement Marker Group 1. A moving convoy  
operation is comprised of only Pavement Markers Group 1 and  
Line Protectors.

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$17.20) or 13658  
(\$12.90). Please see the Note at the top of the wage  
determination for more information. Please also note that the  
minimum wage requirements of Executive Order 14026 are not  
currently being enforced as to any contract or subcontract to  
which the states of Texas, Louisiana, or Mississippi, including  
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including  
preventive care; to assist a family member (or person who is  
like family to the employee) who is ill, injured, or has other  
health-related needs, including preventive care; or for reasons  
resulting from, or to assist a family member (or person who is  
like family to the employee) who is a victim of, domestic  
violence, sexual assault, or stalking. Additional information  
on contractor requirements and worker protections under the EO  
is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

## **SECTION VII - SPECIFICATIONS**



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March 2018

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR  
**ELECTRONIC DOCUMENTS**

CEF/COBC

1 of 1

03-2018

**a. Description.** This project will utilize electronic distribution of plans and specifications. In order to distribute information about the project and any addendums, the bidder is required to contact the City of Battle Creek's Office of the Purchasing Agent to be added to the official bidder list at 269.966.3390.

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR

**Digitally Encrypted Electronic Signatures**

ESC/COBC

1 of 1

rev: 01-18-2024

**DESCRIPTION**

All documents that require Contractor or subcontractor signatures or signed authorizations by the Contractor or subcontractor must be signed using a digitally encrypted electronic signature. All documents must be signed using the approved MDOT digital signature tool: OneSpan. Instructions on how to use MDOT's digitally encrypted electronic signature can be obtained at the following website. The website also provides support for users.

<http://www.michigan.gov/MDOT-esign>

Failure to submit documents utilizing the digitally encrypted electronic signature process will result in the documents being rejected by the Engineer and returned to the Contractor. No payment will be made for any affected work items until all required documents are received with validated digitally encrypted electronic signatures.

August, 2006

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR  
**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

KRT/COBC

1 of 1

08-2006

**a. Description.** Before every construction operation that will substantially affect area residents and businesses adjacent to the project site, (such as driveway closures, mailbox relocation, etc.) the contractor will notify those residents and businesses affected.

Notification will be by door hanger notices. The City will provide preprinted door hanger material to carry the Contractor's message. The responsibility for filling out the door hangers and distributing them will be the Contractor's. Payment for this work will not be paid for separately, but payment will be considered as having been included in the contract unit prices bid for other contract items.

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR  
**MDOT SPECIFICATIONS**

CEF/COBC

1 of 1

12/2019

**a. Description.** All work completed within The City of Battle Creek must be done in accordance with the *2020 Standard Specifications for Construction* of the Michigan Department of Transportation and the following Special Provisions and Supplemental Specifications as included herein. The *2020 Standard Specifications for Construction* of the Michigan Department of Transportation will govern all technical specifications of this contract.

Project scope may include work on State Trunkline.

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT  
NOTICE TO BIDDERS  
FOR  
**STORMWATER REQUIREMENTS**

TJM/COBC

1 of 2

02-2020

**a. Description.** The City of Battle Creek has a storm sewer system that is separate from its sanitary system. Storm water from the city's system drains directly to local waterways without typically being cleaned. The City of Battle Creek is subject to the requirements of the Phase II Storm Water Regulations (the "Phase II Regulations"), 33 USC 1251, et seq., published by the United States Environmental Protection Agency ("EPA") in the Federal Register on December 8, 1999. One of the requirements is to ensure that contractors performing work for the city be trained in illicit discharges and pollution prevention and good housekeeping. The following are the items each employee performing work for the City of Battle Creek must be trained on by his/her employer prior to work commencing.

**b. General Requirements**

- Block or add best management practices to storm drains in all construction or project areas prior to any work commencing.
- A Soil Erosion and Sedimentation Control (SESC) permit is required for all sites within 500 feet of a lake, stream, or county drain; or if a site disturbs more than one acre of land. Any sedimentation and erosion control practices shall be well defined and all expectations should be clarified in all projects.
- Clean or rinse all equipment in areas with a secure rinse pad or where wash water will not run off into storm drains or surface waters.
- Inspect equipment daily and repair any leaks. Use drip pans or absorbent materials to contain leaks until repairs are made.
- Implement spill control and clean-up practices for leaks and spills from fueling, oil, or use of hazardous materials. Never allow a spill to enter the storm drain system.
- Use the least hazardous material available for all projects. When the use of hazardous materials is necessary, ensure proper use, storage, and disposal of these materials.
- Protect and maintain as much natural vegetation as possible during the project by phasing the project.
- Properly dispose of all debris and excavated soil material – do not place near storm drains, rivers, streams, wetlands, or any environmentally sensitive areas.
- Minimize water use and control all storm water discharge where possible.
- Schedule activities for dry weather.

**c. Illicit Discharges** – all illicit discharges and illicit connections

- Illicit discharges means any discharge to, or seepage into, a separate storm sewer that is not composed entirely of storm water or uncontaminated groundwater. Illicit discharges include non-storm water discharges through pipes or other physical connections; the dumping of motor vehicle fluids, household hazardous wastes, domestic animal wastes, or leaf litter; the collection and intentional dumping of grass clippings or leaf litter; or unauthorized discharges of sewage, industrial waste,

restaurant wastes, or any other non-storm water waste directly into a separate storm sewer.

- Illicit connection means a physical connection to the municipal separate storm sewer system (MS4) that 1) primarily conveys illicit discharges into the municipal separate storm sewer system (MS4), or 2) is not authorized or permitted by the local authority.

**d. Bridge and Stream Crossing**

- Use suspended netting or tarps to capture paint, rust, paint-removing agents, or other materials to prevent discharge of materials to surface waters.
- Properly manage concrete slurry produced from diamond grinding, concrete sawing, or drilling activities using as little water as possible. Cover storm drains completely with filter fabric or plastic during the activity and contain the slurry using straw bales, sandbags, or gravel dams around the storm drains. Slurry management for diamond grinding can often be handled on site, such as reusing the solids from the grinding process while the water is infiltrated in the road right-of-way. For sawing and drilling activities, prevent wastewater from entering storm drains and surface by directing it to vegetated areas or vacuuming it for proper disposal.
- Do not use coal tar emulsions to seal asphalt surfaces

**e. Managing Vegetated Properties**

- Sweep grass clippings and leaves onto turf areas. Do not allow clippings or leaves to go into the City's municipal separate storm sewer system (MS4).
- The Manufactured Fertilizer Ordinance, Ordinance 13-07 – Chapter 650, must be adhered to should any project properties be fertilized.

**THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT**

**NOTICE TO BIDDERS  
FOR  
UTILITY COORDINATION**

MLW/COBC

1 of 1

12-2023

**a. Description.** The contractor must cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor must follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction

**PUBLIC UTILITIES**

The "Miss Dig" alert number is 800-482-7171. The following Public Utilities have facilities located within the Right-of-Way:

<b>Company</b>	<b>AT&amp;T</b>	<b>Consumers Energy</b>	<b>Semco Energy</b>
<b>Industry</b>	Telephone	Electric	Gas
<b>Street</b>	2919 Millcork St	311 E. Michigan Ave	15851 Helmer Rd
<b>City</b>	Kalamazoo, MI, 49001	Battle Creek, MI, 49017	Battle Creek, MI, 49015
<b>Phone</b>	269-384-4472	517-374-2329	269-832-4903
<b>Email</b>	CD3249@att.com	Jacob.Chalut@cmsenergy.com	David.okley@semcoenergy.com
<b>Representative</b>	Carrie Demott	Jacob M. Chalut	David Okley
<b>Company</b>	<b>Comcast</b>	<b>City of Battle Creek</b>	<b>City of Battle Creek</b>
<b>Industry</b>	Cable/TV	Water	Sewer
<b>Street</b>	350 N 22 <sup>nd</sup> St	150 S Kendall	150 S Kendall
<b>City</b>	Battle Creek, MI, 49015	Battle Creek, MI, 49037	Battle Creek, MI, 49037
<b>Phone</b>	248-972-7511	269-966-3343	269-966-3343
<b>Email</b>	CENHRT-MI_Comcast_Relo@comcast.com	mdmiller@battlecreekmi.gov	krtribbet@battlecreekmi.gov
<b>Representative</b>	Stephen Beck	Matt Miller	Kurt Tribbett
<b>Company</b>	<b>City of Battle Creek</b>	<b>Metronet (CTS)</b>	<b>City of Battle Creek</b>
<b>Industry</b>	Signs and Signals	Telephone and Cable	Engineering
<b>Street</b>	150 S Kendall St	13470 E Michigan	150 S Kendall
<b>City</b>	Battle Creek, MI, 49037	Galesburg, MI, 49053	Battle Creek, MI, 49037
<b>Phone</b>	269-966-3343	616-239-9139	269-966-3343
<b>Email</b>	rlworthington@battlecreekmi.gov	Kirk.kimmel@metronet.com	jtgeering@battlecreekmi.gov
<b>Representative</b>	Ron Worthington	Kirk Kimmel	Jarret Geering

**b.** The owners of the existing service facilities that are within the grading or structure limits will move them, as shown on plans, to locations designated by the Engineer or will move them entirely from the Right-of-Way. Owners of Public Utilities will not be required by the City to move additional poles or structure in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.



THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT  
NOTICE TO BIDDERS  
FOR  
**GARBAGE/RECYCLING SERVICES**

CEF/COBC

1 of 1

06-2021

**a. Description.** The City of Battle contracts with Republic Services to provide garbage and recycling services for its residents. Below is a link to an online map grouping certain areas of the city with their garbage and recycling service day of the week.

[https://experience.arcgis.com/experience/655b27c0bf0b4712b1c9391ab2940faf/page/page\\_0/](https://experience.arcgis.com/experience/655b27c0bf0b4712b1c9391ab2940faf/page/page_0/)

It is the responsibility of the Contractor for scheduled work to include maintaining garbage and recycling service on their specified day of the week. In the event that Republic Services is unable to access a resident's garbage or recycling, the Contractor shall reimburse the resident for the cost of a callback service. Below is the Republic Services account manager if special consideration is required:

Kyle Orr, Division Manager  
269.466.6289  
korr@republicservices.com

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR  
**Holiday Traffic Safety Provisions**

ESC/COBC

1 of 1

February 2024

**DESCRIPTION**

Construction and maintenance activity must be coordinated in order that all construction projects are in satisfactory condition for traffic safety during the Memorial Day, Independence Day, and Labor Day holiday periods each year. In addition to specific contract provisions, all road and bridge construction and maintenance work will be suspended during the following holiday periods:

Construction Year	Memorial Day	Independence Day	Labor Day
2024	3:00 pm, Friday, 05/26/24 to 6:00 am, Tuesday, 05/28/24	3:00 pm, Wednesday, 07/03/24 to 6:00 am, Monday, 07/08/24	3:00 pm, Friday, 08/30/24 to 6:00 am, Tuesday, 09/03/24
2025	3:00 pm, Friday, 05/23/25 to 6:00 am, Tuesday, 05/27/25	3:00 pm, Thursday, 07/03/25 to 6:00 am, Monday, 07/07/25	3:00 pm, Friday, 08/29/25 to 6:00 am, Tuesday, 09/02/25
2026	3:00 pm, Friday, 05/22/26 to 6:00 am, Tuesday, 05/26/26	3:00 pm, Thursday, 07/02/26 to 6:00 am, Monday, 07/06/26	3:00 pm, Friday, 09/04/26 to 6:00 am, Tuesday, 09/08/26
2027	3:00 pm, Friday, 05/28/27 to 6:00 am, Tuesday, 06/01/27	3:00 pm, Friday, 07/02/27 to 6:00 am, Tuesday, 07/06/27	3:00 pm, Friday, 09/03/27 to 6:00 am, Tuesday, 09/07/27
2028	3:00 pm, Friday, 05/25/28 to 6:00 am, Tuesday, 05/30/28	3:00 pm, Friday, 06/30/28 to 6:00 am, Wednesday, 07/05/28	3:00 pm, Friday, 09/01/28 to 6:00 am, Tuesday, 09/05/28
2029	3:00 pm, Friday, 05/25/29 to 6:00 am, Tuesday, 05/29/29	3:00 pm, Tuesday, 07/03/29 to 6:00 am, Thursday, 07/05/29	3:00 pm, Friday, 08/31/29 to 6:00 am, Tuesday, 09/04/29
2030	3:00 pm, Friday, 05/24/30 to 6:00 am, Tuesday, 05/28/30	3:00 pm, Wednesday, 07/03/30 to 6:00 am, Monday, 07/08/30	3:00 pm, Friday, 08/30/30 to 6:00 am, Tuesday, 09/03/30

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR  
**PROCESSING PAY ESTIMATES**

ESC/COBC

1 of 1

11-2020

**a. Description.** For the first payment, The City of Battle Creek agrees to generate a pay estimate no later than 14 days from the date that work begins. The pay estimate shall include all contract pay items placed, up to plan quantity, prior to the date the estimate is generated.

For the second and subsequent payments, certified payrolls are required from the prime contractor as well as all subcontractors performing work. The City of Battle Creek agrees to generate a pay estimate on a bi-weekly basis, so long as work has been performed, and certified payrolls have been received and approved. The pay estimate(s) shall include all contract pay items placed, up to plan quantity, prior to the date the estimate is generated.

Once the prime contractor notifies the project engineer that all work is complete, the project engineer will perform a final walk through with the prime contractor. The project engineer will make the prime contractor aware of any deficiencies that still need attention. The City of Battle Creek will generate a final balancing contract modification followed by a final pay estimate. The final pay estimate will include all contract pay items placed, over plan quantity, throughout the duration of the contract. The final pay estimate will not be paid until all deficiencies noted in the final walk through have successfully been addressed.

If the contractor fails to complete the work before the required completion time the final estimate will be held until all deficiencies have been addressed. The final estimate will also include deductions for this failure as per the contract.

**CITY OF BATTLE CREEK**

**NOTICE TO BIDDER**

**PROGRESS CLAUSE**

**CONTRACT #: 2024-054B**

**PROGRESS CLAUSE:** The Contractor shall prepare and submit a complete, detailed, and signed MDOT Form 1130, Progress Schedule, according to 12SP-101A. This must be submitted to the Engineer within seven (7) calendar days of confirmation of low bid by the department. The Engineer for this project is as follows:

**Melissa Whitcomb**

City of Battle Creek

150 S. Kendall Street

Battle Creek MI, 49037

[mlwhitcomb@battlecreekmi.gov](mailto:mlwhitcomb@battlecreekmi.gov)

The Progress Schedule shall include, at minimum, the controlling work items for the completion of the project, as well as the planned dates or work days that these work items will be controlling operations. All contract dates including open to traffic, project completion, interim completion and any other controlling dates in the contract, must be included in the progress schedule.

The Owner anticipates that construction can begin no earlier than **June 1st, 2024**. In no case shall any work be commenced prior to receipt of formal notice of award by the Department.

No work prior to the summer recess will be allowed on roads that contain a school. The Contractor shall notify all residences and businesses affected by the treatment a minimum 24 hours in advance by door hangers and other means as deemed necessary by the Engineer. Door hangers will be supplied by the City of Battle Creek with the Contractor to complete the date and time of treatment. The Contractor shall notify the Engineer when the first day of construction is planned no less than 72 hours prior to the start of the work. Following this correspondence, the Engineer will issue a press release providing general notification to all of the city's residents of the planned work. No work shall be performed prior to the issuance of this press release.

The Project shall be completed in its entirety including final site restoration and clean-up on or before **September 15th, 2024**.

Workdays are considered Monday through Friday per Section 108.06 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the day, time and place for the preconstruction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project. The named subcontractor(s) for designated and/or specialty Items, as shown in the Proposal, should attend the preconstruction meeting if such items materially affect the work schedule.

Liquidated Damages shall be assessed in accordance with Section 108.10 of the 2020 Standard Specifications for Construction.

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT  
SPECIAL PROVISION  
FOR  
**SEAL, SINGLE CHIP, TYPE CST**

CEF/COBC

1 of 2

02-2020

**a. Description.** This work consists of the application of a Seal, Single Chip, Type\_\_\_\_\_ in accordance with section 505 of the Standard Specification for construction, except as modified in this special provision.

**b. Materials.** The material must meet the following requirement:

**Asphalt Emulsion: CRS-2M 904**

Fine Aggregate shall be **Trap Rock** consistent with the Gradation and Physical requirements for **CS2, CM16 or CST** found below:

**Table 1: Gradation Requirements**

Sieve Analysis (MTM 109), Total Percent Passing			
Sieve Size	CS2	CM16	CST
¾ inch			
½ inch	100	100	
3/8 inch	85-100	94-100	100
¼ inch			85-100
No. 4	0-8	15-45	
No. 8		0-8	0-20
No. 200 (wash by loss)	2 maximum	2 maximum	2 maximum

**Table 2: Physical Requirements**

Test – Description	Specification
MTM 102 – LA Abrasion	35% maximum
MTM 117 – Percent Crushed	100% on single face
MYM 110 – Soft Particles	3.5 maximum
ASTM D 4791 – Flat and Elongated	12% maximum
MTM 111 – Aggregate Wear Index	260
Moisture content at time of placement	4% maximum

**c. Equipment.** Vacuum sweeping will only be permitted on this project.

**d. Application Rates.**

**1. Apply asphalt emulsion CRS-2M at the following rates:**

- a. CS2 and CM16 - .42 gal/ yd<sup>2</sup> (+/- .05 gal/yd<sup>2</sup>)
- b. CST - .35 gal/ yd<sup>2</sup> (+/- .05 gal/yd<sup>2</sup>)

**2. Apply Fine aggregate trap rock at the following rates:**

- a. **CS2** and **CM16** – 24 lbs/yd<sup>2</sup> (+/- 3 lbs/yd<sup>2</sup>)
- b. **CST** – 20 lbs/yd<sup>2</sup> (+/- 3 lbs/yd<sup>2</sup>)

**e. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

**Pay Item****Pay Unit**

Seal, Single Chip, Type CST .....Square Yard

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

SPECIAL PROVISION  
FOR  
**\_FOG SEAL, SPECIAL**

TJM/COBC

1 of 4

02-2024

**a. Description.** This work consists of furnishing all materials, equipment, labor and preparation necessary for an application of a fog seal following a chip seal to protect against water infiltration and weathering and to prevent loss of aggregate from the chip seal. A fog seal is a light application of a slow-setting emulsified asphalt diluted with water. All work and materials must be in accordance with the standard specifications, except as modified herein.

**b. Materials.** The material must meet the following requirement:

Asphalt Emulsion: CSS-1h .....904

Dilute asphalt emulsion, at one part asphalt emulsion to one part water, at the emulsion plant.

**c. Equipment.** Use equipment that is safe, environmentally acceptable, and capable of producing a quality product.

1. Pressure Distributor. The pressure distributor must have the following characteristics:

A. Have a ground speed computer controlled device interconnected with the asphalt emulsion pump such that the specified application rate is supplied at any speed;

B. Be capable of maintaining the asphalt emulsion at the specified temperature.

C. Have spray bar nozzles capable of producing a uniform fan spray and with shutoff control that is instantaneous, with no dripping.

D. Be capable of maintaining the specified application rate within  $\pm 0.015$  gal/syd for each load.

2. Miscellaneous. Provide a vacuum sweeper and all necessary hand tools, thermometers, etc. Distributors and power brooms must be equipped with at least one visible approved flashing, rotating, or oscillating amber light.

**d. Pre-Paving On-Site Meeting.** A pre-paving meeting between the Engineer and Contractor will be held prior to beginning work. The agenda for this meeting will include a review of the following:

1. Work schedule,

2. Traffic control plan,

3. Equipment calibration and adjustments,

3. Condition of materials and equipment, and
4. Quality control plan (JMF, Yield Check Methods, etc.).

**e. Construction.** Pavement must be dry prior to starting construction. Place the longitudinal construction joint at the edge of metal of the driving lane; at a location requiring a minimal overlap onto the driving lane; or at a location requiring a minimal overlap of the new longitudinal joint resulting from milling and resurfacing.

Where corrugations are present joints are to be constructed at the outside edge of the far side of the corrugation on the first pass. The joint must be placed at the outside edge of the opposite side of the corrugation for the second application.

Complete application of the fog seal within 48 hours of the application of chip seal, but not on the same day as the application of chip seal.

Apply the fog seal only when the pavement and air temperature is 55 degrees F or above. Do not apply the fog seal if there is threatening weather and temperatures are forecast to be below 32 degrees F within 24 hours from the time of application.

Use pressure sufficient to apply emulsion at a uniform rate, but without splattering or drilling from the spray bar. Adjust nozzle angle and spray bar height to ensure correct spray pattern.

Apply fog seal at a rate of 0.10 to 0.15 gallons of diluted material per square yard of pavement treated. Ensure the fog seal applications results in a uniform coverage of emulsion just sufficient to flow into and seal the pavement pores, small cracks, and voids. The asphalt emulsion application rate, as determined by a yield check, must not exceed a tolerance of  $\pm 0.015$  gal/syd from the established JMF application rate.

If a condition is identified that causes an unsatisfactory fog seal, stop all production work and perform corrective action immediately at no additional cost to the contract. If there are adverse environmental conditions, provide the Engineer an action plan that clearly demonstrates how the fog seal operation will be adjusted for the actual environmental conditions.

Allow the Engineer access to all work in progress for the purpose of quality assurance review and testing.

**f. Quality Control.** Establish, maintain, and follow an effective quality control system in accordance with current Department procedures. The quality control system must detail plans, procedures, and organization necessary to furnish and apply a fog seal that complies with the contract. Follow the quality control system until work is accepted.

Establish, maintain, and follow a Contractor Quality Control (CQC) plan sufficient to ensure that the warranty related treatment complies with the contract. The CQC plan must cover all fog seal operations. Submit a copy of the plan to the Engineer, at the pre-construction meeting, for approval. Follow the approved plan throughout the project.

Include the following information, at a minimum, in the CQC plan:



1. Materials to be used on the project.
2. Sampling and testing methods used to determine compliance with material specifications.
3. Equipment to be used on the project.
4. Calibration method used to determine compliance with the application rates.
5. Procedures for pavement preparation.
6. Controls implemented by the Contractor to ensure that the fog seal material is cured or set up satisfactorily before opening to traffic.
7. Procedures implemented by the Contractor to for monitoring initial acceptance requirements.

**g. Documentation.** Provide the Engineer a daily report including the following information:

1. Control section, project number, county, route, Engineer;
2. Date, air temperature, pavement temperature, humidity;
3. Asphalt emulsion temperature;
4. Beginning and ending stations;
5. JMF: application and dilution rates (asphalt emulsion);
6. Yield checks on asphalt emulsion (3 per day, minimum);
7. Length, width, total square yards; and
8. Contractor's signature.

Provide asphalt emulsion documentation in accordance with current Department acceptance procedures.

**h. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
_Fog Seal, Special .....	Square Yard

1. **Fog Seal, Special** includes all materials, equipment, and labor for placement of the asphalt emulsion including surface preparation, stationing, and documentation.

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT  
SPECIAL PROVISION  
FOR  
PAVT MRKG, WATERBORNE, \_\_\_\_\_

DJC/COBC

1 of 1

01-2020

**a. Description.** This work shall be per Section 811 of the MDOT 2020 Standard Specifications for Construction.

**b. Materials.** Work shall include construction of pavement marking symbols using a waterborne material.

**c. Construction.** All symbols shall be constructed in accordance with MDOT pavement marking standards at locations specified by the engineer

**d. Measurement and Payment.** The completed work as measured will be paid for at the contract unit price for the following contract items (pay items). The price will be payment in full for furnishing all necessary labor, equipment and materials. No additional payment will be made for reapplication in the event pavement markings are washed away due to weather.

Pay Item	Pay Unit
Pavt Mrkg, Waterborne, _____	Each
Pavt Mrkg, Waterborne, _____	Ft

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT  
SPECIAL PROVISION  
FOR  
**TRAFFIC MAINTENANCE AND CONTROL, SPECIAL**

MLW/COBC

1 of 2

11-2022

**a. Description.** Maintaining traffic must be in accordance with Section 812 of the 2020 Michigan Department of Transportation Standard Specifications for Construction and these Special Provisions. All traffic control must conform to the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). Traffic Control Plan must be submitted during the Pre-Construction Meeting, and must be approved by the engineer. Contractor is responsible for maintaining traffic at all times while work is being performed. Access to residences and businesses affected by the treatment must be maintained at all time with limited. Access to emergency vehicles will be maintained at all times. All damage to newly treated road determined to be caused by vehicular or pedestrian traffic will be the responsibility of the Contractor.

**b. Materials.** All traffic control devices must be in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). All necessary traffic regulators must be equipped to communicate with each other and be stationed at the point of beginning (POB), point of ending (POE), and at any intersecting streets of the lane being treated.

**c. Construction.** None specified

**d. Measurement and Payment.** All work for **Traffic Maintenance and Control, Special** will be paid as a lump sum price, regardless of the number and type of traffic control devices used.

**Pay Item****Pay Unit**

Traffic Maintenance and Control, Special .....Lump Sum

MLW/COBC

2 of 2

11-2022

Items included in **Traffic Maintenance and Control, Special**, may include, but are not limited to the following:

- Lighted Arrow, Type C, Furn
- Lighted Arrow, Type C, Oper
- Minor Traf Devices
- Plastic Drum, Fluorescent, Furn
- Plastic Drum, Fluorescent, Oper
- Channelizing Device, 42 in, Fluor, Furn
- Channelizing Device, 42 in, Fluor, Oper
- Pedestrian Type II Barricade, Temp
- Pedestrian Type II Channelizer, Temp
- Sign, Type B, Temp, Prisimatic, Furn
- Sign, Type B, Temp, Prisimatic, Oper
- Traf Regulator Control

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

SPECIAL PROVISION  
FOR  
VEHICLE TOWING, SPECIAL

ESC/COBC

1 of 1

01-2018

**a. Description.** Provide towing of vehicles located within the project limits, interfering with construction.

**b. Materials.** None specified

**c. Construction.** Contractor must secure the services of towing company located in proximity of the project limits. The towing company must provide 24-hour service. Exclusive of traffic accidents (which are the responsibility of responding law enforcement agencies), the Contractor, local law enforcement agencies, and City of Battle Creek personnel are authorized to call the towing company to remove vehicles from the project limits once it is determined that the owner has been given proper notice and all available options have been exhausted to have the vehicle removed by the owner.

The Contractor must provide all parties authorized to summon the towing company with the name, address, and telephone number of the towing company at the preconstruction meeting.

If called, the towing company will respond promptly to tow the vehicle from the point where it is parked to an approved location outside of the project limits. Approved locations may include but are not limited to: vehicle owners' driveway, side street, towing companies' storage lot if no suitable location is available near the project exit. The towing company must produce a form and issue a copy to the owner of the vehicle, if known, the contractor, and City personnel on site.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit prices using the following pay item:

Pay Item	Pay Unit
Vehicle Towing, Special .....	Each

## 2024 CPM 2024-054B

Item Code	Item Description	Unit	Quantity	Unit Price	Total
5057011	_Seal, Single Chip, Type CST	Syd	82,110.000		
5057011	_Fog Seal, Special	Syd	82,110.000		
8117050	_Pavt Mrkg, Waterborne, School Sym	Ea	2.000		
8117001	_Pavt. Mrkg, Waterborne, 24 inch Stop Bar	Ft	120.000		
8117001	_Pavt. Mrkg, Waterborne, 12 inch Crosswalk	Ft	225.000		
8127051	Traffic Maintenance and Control, Special	LSUM	1.000		
1100001	Mobilization, Max 10%	LSUM	1.000		
8127050	_Vehicle Towing, Special	Ea	10.000		
TOTAL					

# 2024 CHIPSEAL STREET NAMES AND LIMITS

<b>STREET NAME</b>	<b>LIMITS</b>	LENGTH	WIDTH
<b>Morgan Ave</b>	Mason Ave – Bedford Rd	3467	32
<b>Taylor Ave</b>	Lamora Ave – Sigel St	1532	32
<b>Kellogg St</b>	Lamora Ave – Bedford Rd	4133	32
<b>Spaulding Ave W</b>	Mason Ave – Bedford Rd	3842	29
<b>Broadway Blvd</b>	Morgan Ave – Bedford Rd	2753	40
<b>Woodlawn Ave N</b>	Morgan Ave – Michigan Ave	2593	32
<b>Cedar Ave N</b>	Morgan Ave – Kellogg St	1085	29
<b>Mason Ave N</b>	Morgan Ave – Michigan Ave	2363	32



**CONTRACT FORM**  
**CONTRACT NO. 2024-054B**

THIS AGREEMENT, made and entered into this 17th day of April, 2024, by and between **Pavement Maintenance Systems, LLC** hereinafter called the "Contractor" and the City of Battle Creek, hereinafter called the "Owner."

In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

**I. The Contractor promises and agrees**, for the 2024 Local Capital Preventative Maintenance project, single chip seal application and finishing application of fog seal, with pavement markings to follow. This project is located in the Lamora Park neighborhood in the City of Battle Creek.

A. To furnish all materials, construction water, equipment, tools, dewatering devices, skill and labor of every description necessary or reasonable incidental to carrying forth and completing in good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the true intent of the NOTICE TO BIDDERS, SPECIAL INSTRUCTIONS, GENERAL INSTRUCTIONS, INVITATION FOR BID, SPECIAL CONDITIONS, GENERAL CONDITIONS, AGREEMENT, BONDS, GENERAL SPECIFICATIONS, CONTRACTOR'S BID and Project Specifications, and other contract documents and addenda thereto, which are hereby made a part hereof as fully and to the same effect as though they had been set forth at length herein.

B. To commence work under this contract on or before a date to be specified by the owner in a written Notice to Proceed and complete the project by the date specified in the Invitation for Bid.

C. Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. The Contractor will be held responsible for having carefully examined all drawings and read all requirements of the specifications and all Contract Documents to avoid omissions or duplications and to insure a complete job.

D. The Contractor must be fully informed about conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this contract.

E. Any claim by the Contractor of an inability to meet any requirement set forth in the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time their Bid was submitted, and specific provision is made for such claim in the Agreement between Owner and Contractor (Bid and Agreement).

F. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

G. NON-DISCRIMINATION CLAUSE: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin,

sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

**II. The Owner promises and agrees:**

A. To pay the Contractor for said work when completed in accordance with the provisions of these contract documents, and for the contract sum of:

**Three hundred four thousand, seven hundred forty-eight dollars and 40/100 dollars (\$304,748.40).** Payment for work is subject to additions provided therein and for the authorized work complete in place and accepted by the Owner or its authorized representatives.

III. It is further understood and agreed between the parties hereto as follows:

A. The said work is to be done in accordance with the laws of the State of Michigan to the entire satisfaction and approval of the Owner or its duly authorized representatives.

B. The decision of said Owner's authorized representative upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

C. If, at any time after the execution of the Agreement and the Bond for its faithful performance, the Owner shall deem the surety or sureties then upon said bond to be unsatisfactory or, if, for any reason said bond shall cease to be adequate security for the performance of the work, the Contractor shall, at their expense, within fifteen (15) calendar days after receipt of written notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

D. VENUE: Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

E. GOVERNING LAW: This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, the day and year first above written.

STATE OF MICHIGAN)  
                                  ) ss  
COUNTY OF CALHOUN)

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

CONTRACT FORM APPROVED BY:

\_\_\_\_\_  
City Attorney

SIGNED, SEALED, AND  
EXECUTED BY CONTRACTOR:

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov):**

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

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

SIGNED, SEALED, & EXECUTED  
BY CITY OF BATTLE CREEK

\_\_\_\_\_  
City Manager

## **PERFORMANCE BOND**

Let it be known that \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Battle Creek in the sum of \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$ \_\_\_\_\_) for the payment of which sum of money to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly as required by written contract.

WHEREAS, the Principal has entered into a certain written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the \_\_\_\_\_ complete, as described in the foregoing Bid and Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless said City of Battle Creek against any liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agreed that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### **PRINCIPAL ATTEST:**

\_\_\_\_\_  
Principal Business Name

\_\_\_\_\_  
Principal Secretary Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Secretary Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Witness of Principal

### **SURETY ATTEST:**

\_\_\_\_\_  
Surety Business Name

BY: \_\_\_\_\_  
Attorney-in-Fact Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Attorney-in-Fact Printed Name

\_\_\_\_\_  
City, State, Zip

## **LABOR AND MATERIALS BOND**

Let it be known that, that we, the undersigned, \_\_\_\_\_, hereinafter called the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter called the "Surety," are held and firmly bound unto the City of Battle Creek, hereinafter called the "Owner," for use of any and every person, co-partnership, association or corporation interested in sum of \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$ \_\_\_\_\_), to be paid to the said obligees or its or their assigns, to which payment be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our respective seals and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the above bounded \_\_\_\_\_, Principal, has entered into a contract with the City of Battle Creek.

Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS CONDITION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore may sue in assumption on this bond in the name of the Owner for their use prosecute the same to final judgment for such sum or sums as may be justly due to them, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, that any alterations that may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner or any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under the seal and day and year first above written.

ATTEST:

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Surety

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

Attorney-in-Fact

ATTEST

\_\_\_\_\_  
(SEAL)

## STANDARD CONTRACT PROTECTIONS

The City values our contractors and seeks to maintain good relationships with them. The City also has an obligation to protect the taxpayer money that we spend, and to that end we have protections in place for our contracts, which vary depending on type of contract. **Commission approval is required by a surety before they will issue bonds for a contract.** Once the bonds and insurance certificates are obtained, the City Attorney reviews the contract and then the City Manager signs it.

**Prevailing wages:** Required for construction projects over \$50,000 (and sometimes on state or federal for lesser amounts). This is the hourly wage, usual benefits and overtime, paid to the majority of workers, laborers, and mechanics within a particular area. This is usually the union wage. Prevailing wages are established by regulatory agencies for each trade and occupation employed in the performance of public work, as well as by State Departments of Labor (DOL) or their equivalents, are specific to Calhoun County. Purchasing pulls the current wages from the DOL at the time of publication of the Invitation for Bid; those wages do not change after that point and become part of the contract. Prevailing wage compliance is monitored by our Department of Public Works, and they collect the certified payrolls.

**Performance bond:** Required for construction contracts over \$50,000. In the amount of 100% of the contract value, a performance bond is a surety bond that guarantees satisfactory completion of a project. Very rare to ever call on a bond. A performance bond can also be used for non-construction; we require a performance bond for residential waste and land application of sludge, which are both high dollar and high risk should the contract fail.

**Payment/Labor/Materials bond:** Required for construction contracts over \$50,000. In the amount of 100% of the contract value, a PLM bond protects subs. A contractor cannot put a lien on a public building, so our subcontractors who provide both goods and services require protection in the event that the general contractor can't or won't pay their subs. Rare for our subs to call on any of our general contractors' bonds.

**General liability insurance:** Required for all contracts. Certificates of insurance for general commercial liability, workers' compensation, auto liability, and property damage are obtained prior to contract award. The City is always named as "additional insured" with respect to general liability, meaning the policy provides coverage to the City for work done under that contract. The Purchasing Office tracks all contracts and associated insurance, and we ensure that policies are kept current.

**Liquidated damages:** Used in most construction contracts. A clause as a material part of the contract, which is an amount to be withheld from payment for each calendar day that the contractor fails to complete the work within the time allowed. Liquidated damages are held in lieu of actual damages, which can be difficult to calculate, and may not be used as penalty. This amount is pre-determined by the engineer, usually anywhere from \$500 - \$2000 per calendar day, and is published in the Invitation for Bid along with the project completion date that must be met. Contractors know the liquidated damages amount and the completion date before they submit their bids. Delays outside the control of a contractor will not result in liquidated damages being withheld. A reason *not* to have a liquidated damages clause would be times of unusually long lead times or times when contractors are very busy because it could discourage bids.

**Cancellation Clauses:** All contracts contain clauses that allow the City to cancel a contract due to breach, poor performance, or convenience (i.e., no reason needed). Term contracts, those that can go on for many years, are typically executed for 1-2 years at a time, with renewals that are always mutual and optional. Very rare to cancel a contract. Most often, we simply don't renew a term contract if there were unresolved performance issues throughout the year, if we want to change the scope of work substantially, or if we no longer require those goods/services.

**Bid bond/bid surety:** for construction bids over \$50,000, contractors must submit with their bid a bid bond in the amount of 5% of their bid, which ensures they sign the contract after Commission approval. If the low bidder refuses to sign the contract, then the City could seek recourse on the bid bond and move to the next lowest responsive, responsible bidder. **A bid bond has no value or purpose after the contract is signed.** In the very rare case that a bidder has made an obvious and honest error, we would allow them to withdraw their bid. The City has not called on a bid bond during current Purchasing Agent's time (since 2001), so it's extremely rare.



Resolution

NO. 422

A Resolution seeking authorization to issue a purchase order for night vision binoculars for the City of Battle Creek Police Department to Venture Tactical, LLC, in an estimated amount of \$153,555.00, with unit prices prevailing.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the City Manager or her designee is authorized to issue a purchase order for night vision binoculars for the City of Battle Creek Police Department to Venture Tactical, LLC in an estimated amount of \$153,555.00, with unit prices prevailing, which will be charged to GL#: 101.14.3290.727.480.

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Nils Vos, Senior Buyer

**Department:** Purchasing

**SUMMARY**

A Resolution seeking authorization to issue a purchase order for night vision binoculars for the City of Battle Creek Police Department to Venture Tactical, LLC, in an estimated amount of \$153,555.00, with unit prices prevailing.

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

The Police Department is seeking approval to purchase twenty-four Photonis Vyper night vision binoculars. These binoculars will be used by the Emergency Response Team (ERT) to replace their current loaned equipment. The existing optics equipment is outdated technology and can no longer be reliably used.

The attached memo from Police Chief Shannon Bagley provides justification for not bidding this product,

along with further details and a recommendation for this purchase.

The City's Administrative Code provides exceptions to the sealed bid requirement when it is in the City's best interest to do so but requires City Commission approval for purchases exceeding \$50,000.

## **DISCUSSION OF THE ISSUE**

## **POSITIONS**

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### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Quote.pdf	Vendor Proposal
<input type="checkbox"/> Memo.pdf	Chief Bagley Memo
<input type="checkbox"/> Photonis_Warranty_Statement.pdf	Photonis Warranty Statement





Venture Tactical, LLC.  
2191 SW 28th Way  
Fort Lauderdale, FL 33312 US  
877.525.2566  
sales@venture-tactical.com

Estimate

ADDRESS
City of Battle Creek Police Corporal Nathan Hopkins 34 North Division Street Battle Creek, Michigan 49014

SHIP TO
City of Battle Creek Police Corporal Nathan Hopkins 34 North Division Street Battle Creek, Michigan 49014

ESTIMATE #	DATE
10482	01/11/2024

SHIP VIA  
BEST

SALES REP  
MM

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Photonis Vyper Binocular STD - PNV- V-BSO	Photonis Vyper Binocular w/Standard Optics	24	6,395.00	153,480.00

Thanks for Your Consideration!

SUBTOTAL	153,480.00
SHIPPING	75.00
TOTAL	<b>\$153,555.00</b>

Accepted By

Accepted Date



# CITY OF BATTLE CREEK

POLICE DEPARTMENT – OFFICE OF THE CHIEF

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TO: Chris Huff, Purchasing Agent

FROM: Chief Shannon Bagley

DATE: March 25, 2024

SUBJECT: Photonis Vyper Binocular Optics Purchase

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BCPD wishes to purchase twenty-four Photonis Binocular optics for the Emergency Response Team (ERT). Currently, ERT is utilizing loaned units. These loaned units are due to be returned. This purchase will make ERT self-sufficient and further increase the capability and sustainability of ERT in the performance of its duties.

For the past six months, ERT has been testing a demo unit of these binoculars. They've been very impressed with both the capabilities and quality of the product. This particular brand and model is known within the industry as the top-of-the-line choice, and it's competitively priced. Additionally, these binoculars are already used in military applications, which highlights their durability and effectiveness.

There is no trade in option for this purchase. Pending approval, the Department has the funds allocated for the purchase. The GL Strings is as follows:

**101.14.3290.727.480.**

A handwritten signature in black ink, appearing to be "S. Bagley", written over a horizontal line.

Chief Shannon Bagley





Photonis Defense, Inc.

1000 New Holland Avenue  
Lancaster, Pennsylvania 17601  
United States of America

**T** +01 (717) 295 6838  
**F** +01 (717) 295 6096  
**E** [n.picard@photonisdefense.com](mailto:n.picard@photonisdefense.com)  
**W** [www.photonisdefense.com](http://www.photonisdefense.com)

City of Battle Creek  
Police Dept.  
34 N. Division St  
Battle Creek, MI 49014

The Photonis Defense Vyper night vision binocular is covered under a limited five year warranty from the date of purchase. This warranty will cover repair or replacement of faulty components within the night vision system due to craftsmanship or material defects.

This warranty does not cover neglect or accidental damage. The night vision system owner may also be responsible for shipping to the Photonis Defense repair facility. Please refer to the attached Quick Start Guide for care and operation of the system. If you have any questions on these topics, do not hesitate to contact your Photonis Defense representative.

If a return is necessary, please contact Photonis Defense to begin the RMA process. Prior to any repair work being completed, Photonis Defense will determine at its sole discretion, if repair or replacement is covered under this limited warranty.

Best Regards,

Photonis Defense, Inc.  
Night Vision Product Line  
[info@photonisdefense.com](mailto:info@photonisdefense.com)  
1-800-366-2875

## Maintenance of the Vyper Binocular system

### Cleaning Instructions:

1. Remove any dust and dirt using a cleaning brush or air pressure.
2. If available, apply a light coat of demist compound to the lenses and wipe off with the lens cleaning cloth.

### NVG Inspection:

1. Inspect NVG lenses for cracks, scratches or chips.
2. Check that the range focus ring rotates freely in both directions.
3. Check that the threads (for sacrificial window) on the objective and eyepiece housing are not damaged.
4. Inspect NVG exterior surfaces for damage and loose parts or screws.
5. Check that the daylight training covers (lens caps) are properly seated and secure.
6. Check that the push-button power activates the unit.
7. Check the battery cap and compartment are complete and free of corrosion.
8. Inspect dovetail mount for damage.
9. Check the diopter focus ring to ensure it rotates freely in both directions.
10. Inspect eyecup for damage and perforations and ensure it rotates freely.

### Inspect the Sacrificial Windows:

1. Inspect lenses for cracks, scratches or chips.
2. Inspect the sacrificial window's threads for damage.
3. Check that the sacrificial window's seal is in place; properly lubricate with DC-4 grease.

### Warranty

Limited 5 Year Warranty



Scan the QR code above for more information on the Vyper Binocular system.



**Photonis Defense, Inc.**  
1000 New Holland Avenue  
Lancaster, PA 17601  
photonisdefense.com  
Vyper Binocular Rev: 8/22

## Night Vision



# VYPER Binocular

## Night Vision Device

## Quick Start Guide

## Operating Instructions

### WARNING:

**Your NVGs are a precision electro-optical instrument; handle them with care.** Do not remove the daylight training covers (lens caps) from the objective lenses at any time until you are ready to use them in a dark and/or nighttime environment and especially do not remove in bright sunlight. If operating outdoors during the day, the NVG should not be set in the stowed position without complete blackout lens caps installed. Damage to the image intensifier tube may result from exposure to sunlight and will invalidate your warranty. The Bright Spot Protection capability built into your Vyper Binocular system is designed for bright lights at night such as headlights or streetlights and will not sufficiently protect the system from the intense rays of the sun. Do not touch or scratch the external lens surfaces. Clean NVGs and dry thoroughly and clean lenses with lens paper prior to storage. **For more information scan the QR code provided on the back page of this guide.**

### WARNING:

1. Internal components within the image intensifier tube contain toxic materials.
2. If the image intensifier tube is damaged or broken, avoid inhalation or ingestion of the phosphor screen material, and avoid contact with open wounds.
3. If the toxic material comes in contact with your skin, wash the affected area with soap and water immediately.
4. If any material is swallowed, drink large quantities of water, induce vomiting and seek medical assistance as soon as possible.

### Fit to Helmet/Harness Mount:

1. Slide the NVG mount onto the helmet/harness mount until it firmly seats.
2. Fit counterbalance weights if required.
3. Attach the NVG dovetail adapter (#2) to the swivel mechanism mate (audible "click" will sound).
4. Lower NVG until eyecup touches the face in front of the eye and adjust the mount for eye-relief.
5. It is recommended that the user attach the NVG to the bino with the mount in the "up and stowed" position .

### Operation Check:

1. Remove adhesive tab from + terminal. Install the single CR123 battery in the battery compartment (#1).
2. The unit is powered by a single press of the push button battery cap (#1).
3. Activate the system power by short press of the power button (#1) to the ON position 2; ensure the NVG is operating by looking through the diopters to see an image of the surrounding environment.
4. To turn the system off press the power button.

### Optical Adjustments:

1. The Vyper Binocular has two optical adjustments to refine the clarity of the systems image. The diopter (#4) is adjustable from -2 to +6 and can be set for a user's individual eyesight requirements. Set both channels to "0" by turning the Diopter Focus Ring clockwise until it stops. To increase the strength turn the Diopter Focus Ring counterclockwise.
2. Once the diopter has been adjusted, the Objective Lenses/Range adjustment (#3) can be focused by twisting them clockwise and counterclockwise to fine tune the image.

### Helmet/NVG Function Check:

1. With the NVG attached to the mount and in the operational position in front of the eyes, push the power button with the daylight training covers in place.
2. Lift each channel out of the line of sight and ensure that the NVG channel is powered off. Lift the swivel mechanism into the up position to properly stow the binocular.

## Operating in Adverse Conditions

### Operating in Dusty/Sandy Environment:

1. Sand and dust can pit/scratch the optical elements and damage the mechanical components if precautions are not taken.
2. Ensure the sacrificial windows (#5) protecting the objectives are in place.
3. Avoid pointing the device into the wind unless necessary.
4. Keep the carrying case closed.
5. Ensure the NVG and case are cleaned after use.

### Operating in Wet/Humid Environment:

1. Vyper Binocular standard variant is water resistant but is not intended for use in diving operations.
2. Wet/Humid conditions can cause corrosion and deterioration of the NVG without precautions.
3. Ensure the sacrificial windows are in place.
4. Keep the carrying case closed.
5. Dry the NVG, mount, and accessories after exposure, prior to storage.
6. Do not stow the goggles on a helmet in bright daylight conditions even with the lens caps in place.

**WARNING:** Do not store NVG in a wet carrying case or storage case as severe damage may result.





Resolution

NO. 423

A Resolution seeking acceptance of the proposal of best value for security guard services from Lagarda Security in an initial one-year and two-month estimated amount of \$239,373.12, with unit prices prevailing.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the proposal of best value for security guard services for City Hall and parking ramps is accepted from Lagarda Security in an initial one-year and two-month estimated amount of \$239,373.12, with unit prices prevailing. The City Manager is authorized to execute Contract No. 2024-064R and all renewals through June 30, 2029, which will be paid from the following accounts:

Parking ramps: 585.28.5430.801.010

City Hall: 101.18.2630.801.010

The City Manager may also add services for other locations, as-needed and allowed by budget, at the rates of the current term's hourly rate, through June 30, 2029.

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Battle Creek City Commission

4/16/2024

**Action Summary**

**Staff Member:** Chris Huff, Purchasing Agent

**Department:** Purchasing

**SUMMARY**

A Resolution seeking acceptance of the proposal of best value for security guard services from Lagarda Security in an initial one-year and two-month estimated amount of \$239,373.12, with unit prices prevailing.

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**Note:** The two month initial add-on to the first contract year allows for an immediate start date, and

**yet still bring the contract in line with the fiscal year.**

An RFP with detailed submittal instructions and scope of work was issued on March 11, 2024, for the purpose of contracting for unarmed licensed security guard services for Battle Creek City Hall and three parking ramps for a term of up to five years.

The parking ramps locations are:

- Hamblin Ave ramp located at 40 Hamblin Ave.
- W. Michigan Ave ramp located at 80 W. Michigan
- Riverwalk ramp located at 38 W. Jackson Street
- Guards may be required upon request to include walkthroughs at the city's Intermodal transfer station (ITC) located at 119 S. McCamly Street.

These ramps will have two guards staffed between 10 hours daily, 8:00pm – 6:00am, 7 days per week, excluding the following major holidays, and an unpaid hour break per guard for meals: New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day.

Battle Creek City Hall will be staffed on regular business days, from 7:45 am – 5:15pm.

Guards for both locations will be paid only for actual hours worked, which is why the dollar amount is given as “estimated, with unit prices (i.e., hourly rate) prevailing.”

Copies of the RFP were provided to vendors that have registered with the City for providing these services, and an advertisement was placed in the Battle Creek Shopper and the City's secure bid management website. Bid responses were due on March 26, 2024. We received ten responses:

Choice Security  
Protective Security Services  
Lagarda Security Services  
KARD Protection Group, Inc.  
D.M. Burr Security Services  
Patriot Security  
Universal Protection Service  
Securitas Security Services USA  
Chimera Resource Group  
Signal Security Services

Prices for the full five years are ranked and attached, and are listed in order from lowest to highest. Price scores are determined by a formula, which is lowest price x number of possible points for price/price being evaluated. These will be the renewal prices.

Choice Security and Protective Security Services were non-responsive, so their prices were removed from the low price score calculations, and they were removed from all other scoring, though Purchasing still did forward their proposals to the selection committee, just for their information.

Choice Security downloaded the RFP on March 12 (our bid management system records this), yet did not provide any answers to our submittal questions requested in Section 4.3. They did not provide the pricing table for five years per location, as requested in Section 4.3, Item C Price (i.e., our price page); they only

provided a single hourly rate. They did not submit the Offer From as requested in Section 4.2, Submittals. The company appeared to have been formed in 2021, and therefore did not meet the minimum qualification of having been in business for five years.

Protective Security Services downloaded the RFP on March 15 (our bid management system records this), yet did not provide any answers to our submittal questions requested in Section 4.3. They did not provide the pricing table for five years per location, as requested in Section 4.3, Item C Price (i.e., our price page); they only provided a single hourly rate. They did not submit the Offer From as requested in Section 4.2, Submittals. They did not provide their security guard license. They also did not have their business filed with the Michigan Department of Licensing and Regulatory Affairs (LARA), so there is no way to verify years of operation.

All ten proposals were sent to the selection committee for review, which consisted of:

Jill Steele, City Attorney  
Lt. William Gensch, City of Battle Creek Police  
Katie Norton, Facilities Manager

Selection committee members were instructed to tentatively score proposals against the evaluation criteria listed in the RFP. The Committee meet on April 4, 2024, to discuss their evaluations. Their scores are attached, and were as follows:

99	Lagarda Security
83	D.M. Burr
80	Securitas
71	Signal Security
69	Universal Protection
68	Patriot Security
66	Chimera
64	KARD Protection

Given that Lagarda was a clear standout in terms of qualifications, in addition to being the lowest price, the committee decided to recommend award, pending further background checks. Lagarda has a good training program for the guards, and they have experience with government buildings. The Purchasing office called references, which were all very good. Lagarda took no exceptions to our contract terms and conditions. City Attorney Jill Steele determined there were no criminal histories among the three listed principals of Lagarda.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

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#### **ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> Draft_contract.pdf	Contract
<input type="checkbox"/> 2024-064R_Security_Guard_Services.docx	Original RFP
<input type="checkbox"/> LaGarda_Security.pdf	Lagarda proposal



- Price\_comparisons.pdf
- Committee\_Scoring.pdf
- 2024-064R\_Addendum\_1.docx

Price comparison  
Committee Scoring  
Addendum 1

**CITY OF BATTLE CREEK  
AGREEMENT FOR SERVICES  
Security Guard Services Battle Creek City Hall  
No. 2024-064R**

THIS AGREEMENT is made and entered into this 17th day of **April, 2024**, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "CITY," and **LAGARDA SECURITY**, hereinafter referred to as the "Contractor."

**I. SCOPE OF SERVICES**

**PROPOSAL SUBMITTED IN RESPONSE TO RFP 2024-064R**

The attached proposal from Lagarda Security submitted on March 27, 2024, is incorporated into this contract. In places of conflict, the City's contract document takes precedence over the submitted proposal.

**PARKING RAMPS: DESCRIPTION OF WORK TO BE PERFORMED**

**A. PARKING RAMP LOCATIONS:** The ramps under this contract will be as follows, but the City may add other ramps under this contract, and such additions will be under the terms and conditions of the base contract, and including pricing for the applicable term.

- Hamblin Ave ramp located at 40 Hamblin Ave.
- W. Michigan Ave ramp located at 80 W. Michigan
- Riverwalk ramp located at 38 W. Jackson Street
- Guards may be required, upon request and during their shift, to include walkthroughs at the city's Intermodal transfer station (ITC) located at 119 S. McCamly Street.

**B. PARKING RAMP RESPONSIBILITIES:**

1. Contractor shall provide 2 unarmed and uniformed security guards who will move between the ramp locations listed above.
2. Ramp hours shall be daily, 8:00pm – 6:00am, 7 days per week, excluding the following major holidays, with an unpaid one-hour per guard for meals:

New Year's Day  
Memorial Day  
4<sup>th</sup> of July  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

3. Guard shall conduct random patrols throughout the evening on all floors of each of the ramps.
4. Guard shall monitor activities within the complexes and exterior areas
5. Create the security presence to deter unwanted malicious activity
6. Report any abnormalities directly to law enforcement where appropriate, and provide regular updates to the city's parking administrator.
7. Guards work primarily independently but may work in tandem to address situations where additional help or support is needed.

8. Coordinate daily security inspection routes and determine areas of special needs with onsite Parking Systems Manager (currently ABM) to ensure proper coverage. Establish and complete daily logs documenting completion of routes and noting any occurrences, submit to Parking Systems Manager (currently ABM) after each shift.

#### **CITY HALL: DESCRIPTION OF WORK TO BE PERFORMED**

- A. CITY HALL HOURS AND WORKDAYS:** Unarmed and uniformed security guard service shall be provided for the hours of 7:45am – 5:15 pm EST, with an unpaid hour for lunch, Monday-Friday, except the following holidays in which City Hall is closed, as observed and published by City of Battle Creek Human Resources Department each year:

##### **HOLIDAYS OBSERVED**

New Year's Day  
Martin L King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day and Friday  
Christmas Eve  
Christmas Day

- B. CITY HALL DAILY PROCEDURES:** With coordination with City representatives, Contractor shall identify, develop and post procedures on site. The security guards shall perform at minimum, but not be limited to, the following:
1. Maintain a courteous, helpful, and professional demeanor at all times. Direct all visitors to 311 operator for city related questions or information and escort visitors to departments in the building as needed. If 311 operator is unavailable, then guard should help the customer as much as possible.
  2. Unlock exterior doors at 8:00am and lock exterior doors at 5:15pm unless otherwise directed by City staff.
  3. Patrol interior and exterior of building, grounds, at random intervals.
  4. Monitor all available security systems.
  5. Call 911 immediately if they can safely do so with suspicious situations, people, or packages.
  6. Call 911 immediately if they can safely do so with any emergency situation
  7. Report any identified maintenance problems to City of Battle Creek building facility manager.
  8. Complete Daily Security Report form and ensure all activity occurring during shift is recorded to include, but not be limited to, patrol activity/times, or any unusual and suspicious activity.
  9. Provide backup for the 311 information desk when they are unable to receive packages or deliveries. In the event 311 is not available, contact appropriate divisions immediately when incoming mail, fax, or carrier delivery is received at their post. Division personnel will be responsible for retrieving of such material.
  10. Perform other duties as assigned

11. Report any hazardous safety condition
12. Assist the public with basic directions as needed.
13. Building Access Card/Identification: The City will issue building entry access cards for all guards in the performance of their duties. Security guards are responsible for these access cards and shall immediately contact the City of Battle Creek designated representative when they have lost or damaged their building entry access card.
14. Carry a mobile phone with number provided to City staff.
15. View the CCTV monitor for specific buildings and areas when not performing other duties. The guard shall immediately report all suspicious, criminal or unusual activity at any City of Battle Creek location to the local police department and the City of Battle Creek designated representative.

#### **OVERALL QUALIFICATIONS FOR SECURITY COMPANY AND GUARDS**

##### **A. CONTRACTOR SHALL:**

1. Be an established and licensed company engaged in the business of providing security guard services with a minimum of five years' recent experience.
2. The contractor, its owners, officers, or principals must meet the requirements to be a licensed security guard agency in the State of Michigan. Those requirements can be found here:  
<https://www.michigan.gov/lara/bureau-list/cscl/licensing/prof/guards/applicant/license-requirements>
3. Conduct in-depth national (all states) criminal background checks on each guard assigned under this contract PRIOR TO placing a guard at any of our locations. Supply City with copies of the background check on each guard. Perform drug and alcohol screening on each employee before hiring and upon City request on a case by case basis.
4. Have sufficient security staff and security guard personnel and substitute personnel to meet City of Battle Creek needs during contracted work hours and emergency situations.
5. Be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees and have no other financial difficulties that may prevent your company from completing this service.
6. Possess specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various types of facilities.
7. Maintain continuous awareness of the quality and completeness of the work performed by the security guard.
8. Make periodic inspection checks on all security guards with the City of Battle Creek designated representative on a monthly basis or as requested by City of Battle Creek.
9. Return calls within 15 minutes of being contacted by City of Battle Creek designated representative.
10. Not hire any currently employed City of Battle Creek personnel.

11. Provide the City of Battle Creek designated representative the names of all security guard personnel performing under the contract.
12. Provide an updated assigned list of replacement personnel to changes as soon as they occur.
13. Ensure security guard(s) are on time and at their scheduled location.
14. Provide an invoice monthly with payable terms of Net 30 for actual hours worked.

**B. SECURITY GUARDS SHALL:**

1. Pass all national background checks.
2. Have a minimum of one year of actual experience as a security guard and patrolling services in the field, or equal time as a law enforcement officer for a public agency.
3. Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements is maintained.
4. Be able to walk unassisted a minimum of 300 yards, climb stairs, and be able to lift and carry 30 pounds.
5. Maintain respect for employees, contractors, and visitors and conduct themselves with a high level of professionalism.
6. Maintain a business like demeanor at all times.
7. Be alert to surrounding area of responsibility at all times.
8. Be physically and mentally qualified to perform the requirements of this specification.
9. Be a high school graduate or hold a GED equivalent.
10. Be fluent in English with ability to receive, give, and understand written and verbal instructions and procedures.
11. Have the ability to communicate orally and in writing in English.
12. Be computer literate.
13. Complete daily required reports, either in written or online log (to be determined). The submitted information shall be correct and convey complete and accurate information.
14. Possess proper telephone etiquette answering skills.
15. Be in uniform at all times while on duty. The uniform shall be neat, clean, pressed and kept in good physical condition. Non-company supplied symbols, pins, buttons, or slogans may not be applied to the uniform.
16. Wear an identifying name badge with the security company's logo, which shall be clearly visible.
17. Wear and display a City of Battle Creek assigned badge. The City will provide this badge.
18. Maintain a neat and professional appearance at all times.

**C. PERSONNEL REPLACEMENT:** Prior to security personnel being assigned to a shift at any City of Battle Creek facility, the Contractor shall:

1. Submit a letter to the City of Battle Creek designated representative verifying each person assigned meets or exceeds City of Battle Creek's security requirements.
2. Meet with the City of Battle Creek designated representative and establish post procedures and instructions for each assigned post.
3. Requests for changes to post procedures or other special requests for security guards shall be in writing. These changes must be approved by the City of Battle Creek designated representative in writing.
4. The City of Battle Creek designated representative will have the final approval as to which security guard may be assigned.
5. Remove and replace, at their discretion, any security guard or staff who does not behave professionally, is not attentive to duty requirements, and who appears incapable of performing assigned duties or is not in compliance with service requirements in this specification.
6. Remove and replace, without question, any security guard or staff the City requests to be removed and replaced.

**D. TRAINING**

1. Contractor shall designate a training officer who shall perform all training for a new Contractor security guard assigned to City of Battle Creek.
2. If a new security guard is provided, the Contractor shall ensure the newly assigned security guard is properly trained on City of Battle Creek security procedures for a minimum of eight hours at no additional cost to City, prior to assigning duty locations.
3. For City Hall, training shall include, but not be limited to, working on-site at City Hall with a previously Contractor-trained guard.

**E. CITY REQUIREMENTS**

1. Designate a single City representative who will oversee the contract.
2. Make daily random security inspections of security procedures and security guard(s).
3. Notify the Contractor of security infractions and problems.

**F. NON-COMPLIANCE**

1. Contractor shall ensure assigned security guards are at their designated post at the scheduled time. If a security guard is unable to report to duty as scheduled, the Contractor shall immediately provide a replacement to begin at the designated scheduled time or have the Site Supervisor replace this security guard until a replacement comes in for duty.
2. Any security guard reporting to work smelling of alcohol, acting under the influence, acting unprofessionally (such as, but not limited to, sleeping), or out of uniform will not be allowed to stay on duty. Contractor shall be responsible for the immediate replacement of the guard. Contractor shall staff this post until the next scheduled guard arrives for duty.

## **G. LOCATIONS:**

1. This contract is primarily for Battle Creek City Hall and designated parking ramps. However, the City and the Contractor may mutually agree to add other locations, if needed, for short- or long-term engagements, at the hourly rate for the date(s) in which the services are rendered.

## **II. COMPENSATION AND METHOD OF PAYMENT**

In consideration of the performance of the services described in the Scope of Services, the City shall pay the Contractor in the amounts detailed below, and Contractor shall charge the City only in accordance with that same amount, for actual hours worked.

### **RAMPS**

<b>Term</b>	<b>All-inclusive hourly rate for Parking Ramps</b>
Contract start to June 30, 2024	\$23.88
July 1, 2024 – June 30, 2025	\$23.88
July 1, 2025 – June 30, 2026	\$23.88
July 1, 2026 – June 30, 2027	\$25.37
July 1, 2027 – June 30, 2028	\$25.37
July 1, 2028 – June 30, 2029	\$26.87

### **CITY HALL**

<b>Term</b>	<b>All-inclusive hourly rate For City Hall</b>
Contract start to June 30, 2024	\$23.88
July 1, 2024 – June 30, 2025	\$23.88
July 1, 2025 – June 30, 2026	\$23.88
July 1, 2026 – June 30, 2027	\$25.37
July 1, 2027 – June 30, 2028	\$25.37
July 1, 2028 – June 30, 2029	\$26.87

The City will pay the Contractor following the submission of itemized correct monthly invoices for the services rendered. Payment will be made within 30 days upon receipt of a correct invoice.

## **III. DURATION, TERMINATION, RENEWAL**

The term of the contract shall commence on the first of the month following award, unless otherwise identified herein or a sooner date is required. The contract shall remain in effect through **June 30, 2025**, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the City shall have the right, upon mutual consent, to renew the contract for any terms up through **June 30, 2029**. In the event that the City exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price.

Prices and renewals shall be for the contracted prices for each applicable term as noted in the charts in Section II Compensation and Method of Payment.

Because this is an annual requirements contract, the City reserves the right to increase or decrease the estimated quantity as best fits its needs, and the City does not guarantee maximums or minimums. The City may remove locations. The City also reserves the right to spot-bid unusually large one-time quantities or to buy outside of this contract if extenuating circumstances exist. The City, upon mutual agreement with the Contractor, may add other locations.

## **IV. CANCELLATION OR TERMINATION**

**CANCELLATION FOR CAUSE:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term, or condition of the contract. The City shall issue written notice to the contractor for any of the following circumstances:

- A. The contractor fails to adequately perform the services set forth in the specifications of the contract:
- B. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) calendar days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

1. Cancel any contract:
2. Reserve all rights or claims to damage for breach of any covenant of the Contract:
3. In case of default, the City reserves the right to complete the required work. The City may recover reasonable excess cost from the contractor by any remedies as provided by law.

The City also reserves the right to immediately cancel the contract due to egregious violations of the contract, as determined by the City. In such cases, Contractor will be paid for hours worked.

The City intends to maintain a budget to cover all expenses related to this contract; however, the City may cancel this contract if funds are no longer available. In such case, the City shall provide the Contractor with a 60-day written notice of cancellation. The City will pay for all *authorized* completed work or received goods.

**TERMINATION FOR CONVENIENCE:** The City may terminate this contract at any time for any reason by giving at least 30 days' notice in writing to Contractor. If the contract is canceled by the City as provided herein, the Contractor will be paid a fair payment as negotiated with the City for the work completed as of the date of termination.

## **V. ENFORCEMENT, LAWS AND ORDINANCES**

**GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor

**VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

- (i) in the United States District Court for the Western District of Michigan; or
- (ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

## **VI. INDEPENDENT CONTRACTOR**

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party.

The Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

## **VII. MODIFICATIONS**

This Agreement may only be modified by a mutual written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

## **VIII. WAIVER**



The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other that is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

#### **IX. INDEMNIFICATIONS**

Contractor shall indemnify, defend, and hold harmless the City of Battle Creek, from any and all claims, demands, suits, actions, proceedings, loss, cost, and reasonable attorney's fees and/or litigation expenses arising or alleged to have arisen out of any negligent act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this agreement. The Contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the City, or its employees.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

#### **X. INSURANCE**

A. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from their operations under this Contract.

B. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<b><u>Coverage Afforded</u></b>		<b><u>Limits of Liability</u></b>
Workers' Compensation:		\$ 100,000 or statutory limit
Commercial General Liability:	Bodily Injury	\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
	or Combined Single Limit	\$1,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage	\$ 500,000
	or Combined Single Limit	\$ 500,000

The City of Battle Creek shall be listed as an additional insured on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, P.O. Box 1717, Battle Creek, Michigan 49016.

#### **XI. MISCELLANEOUS PROVISIONS (where applicable)**

A. No assignment of this Agreement or subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subcontracts shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

B. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information must be referred to the City.

C. All services, information, computer program elements, reports, and other deliverables that are created under this Agreement shall be the property of the City and shall not be used by the Contractor or any other person except with

the prior written permission of the City. The City shall hold the copyright to any copyrightable material. Patents for any item created under this contract shall be assigned to the City.

- D. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
- E. The Contractor, with regard to the work performed during this contract, agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).
- F. KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
  - A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
  - B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
- G. RECORD RETENTION: Contractor shall retain all required records for three years after final payments and all other pending matters are closed.
- C. PROVISIONS REQUIRED BY LAW: Each provision required by law to be in the contract shall be enforced as though it were included herein, and if any such provision is not inserted, the contract shall be amended to make such insertion or correction.
- D. RELATIONSHIP OF PARTIES: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. Taxes or social security payments shall not be withheld from a City payment issued hereunder; Contractor should make arrangements to directly pay such expenses, if any.
- E. RIGHTS AND REMEDIES: No provision in this contract shall be construed as a waiver by either party of any existing or future right or remedy available by law in the event of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- F. ADVERTISING: Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
- G. APPLICABLE REGULATIONS/POLICIES: The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.

**ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the City of Battle Creek and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements. In cases of conflicts between this contract and any attached or referenced documents, this contract shall prevail.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

**SIGNATURES:**

**CITY OF BATTLE CREEK:**

**CONTRACTOR:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

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

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

\_\_\_\_\_  
Approval as to form

**Lagarda Security**  
\_\_\_\_\_  
Name of Company

**2123 Center Road**  
\_\_\_\_\_  
Address

**Burton, MI 48519**  
\_\_\_\_\_  
City/State/Zip

**Contract term**  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email



**CITY OF BATTLE CREEK**  
**NOTICE OF REQUEST FOR PROPOSALS**

**RFP#: 2024-064R**

**TITLE: Security Guard Services**

**ISSUE DATE: March 11, 2024**

**PROPOSAL DUE DATE:** March 26, 2024 at 1:00 PM Local Time

**LOCATION:** **Proposals must be submitted online. See page 9 for instructions.**  
**DO NOT EMAIL PROPOSALS.**

**Purchasing Contact:** **Christine Huff**  
**E-mail:** [clhuff@battlecreekmi.gov](mailto:clhuff@battlecreekmi.gov) questions only: **do not email proposals**

**DESCRIPTION:** The City is soliciting proposals for the purpose of contracting for unarmed licensed security guard services for Battle Creek City Hall and three parking ramps for a term of up to five years.

**PROPOSAL SUBMITTAL:**

Proposals must be submitted through our secure online bid management system by registered vendors by the date and time listed above.

Please upload **ONE pdf file** that includes all requested submittals, rather than several parts of the bid uploaded.

Please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations. This will redirect you to our secure VendorRegistry website where you can register as a vendor (required) and obtain this full document and upload your bid.

Email the purchasing contact listed above if the above link doesn't work.

**PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSALS.**

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## 1.0 GENERAL INFORMATION

1.1 **ISSUING OFFICE:** This RFP is issued for the City of Battle Creek, Michigan (hereinafter referred to as the "City") through the Purchasing Office, which shall be referred to as the "Issuing Office."

1.2 **GENERAL SUBMITTAL INFORMATION:** (See Section 4.0 for detailed information)

- A. Proposals must be submitted in complete original form as **one pdf** submitted through our secure online bid management system by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations OR email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for links.
- B. Proposals will be accepted via the method listed until the time and date specified herein. **There will be no public reading because this is an RFP, wherein price is only one factor in selection and subject to negotiation. All proposals will be available after contract award, under the FOIA.**
- C. Late proposals will not be accepted, and the online system will automatically shut off at exactly the specified time.
- D. All proposals submitted in response to this solicitation shall become the property of the City and be a matter of public record available for review. **Vendors are advised that their proposals are subject to FOIA, and are not confidential and should not be marked as such.** However, proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the City has determined that no additional clarifications or revisions of offers shall be accepted.
- E. The proposal shall be legally signed on the OFFER TO CONTRACT page and the complete address of the proposer given thereon.
- F. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in proposal prices

1.3 **TENTATIVE SCHEDULE:** **The City may deviate from this schedule.** The City will not discuss the status of any proposal or the selection process. All proposers will be notified in writing of the City's decision. **Please do not contact City staff for status updates.** Interviews, if necessary, will be scheduled at mutually agreed upon times.

Proposal Reviews:	1 <sup>st</sup> week of April
Interviews, if applicable:	2 <sup>nd</sup> week of April
Final Decision:	End of April

1.4 **AWARD OF CONTRACT:** This project will be awarded to a single contractor who submits the proposal deemed to be in the best interest of the City, unless otherwise noted in this document. Notwithstanding any other provision of the Request for Proposal, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all proposals, or portions thereof; or (3) reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until the City executes them. A sample of the contract is attached.

1.5 **SPECIAL INFORMATION**

- A. Addenda to the RFP: In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all contractors who are recorded as having received the RFP. It shall be the proposer's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda.
- B. News Releases: News releases pertaining to this RFP or the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the Issuing Office.

1.6 **INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the offeror certifies that in connection with this proposal:

- A. The fees in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such fees with any other offeror or with any competitor; and,
- B. Unless otherwise required by law, the fees that have been quoted in the proposal have not been knowingly disclosed by the offeror directly or indirectly to any other offeror or city staff member or to any competitor; and,

- C. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.7 **CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.

1.8 **DEFINITIONS:**

- A. The "City" – The City of Battle Creek
- B. "Contractor," "Vendor," "Firm," or "Proposer" - The firm submitting a proposal, ultimately responsible for any contract that results from this RFP.
- C. "RFP" – This Request for Proposals.

1.9 **INTERVIEWS:** The City may or may not shortlist the proposers based upon responses to the submittal requirements. If necessary, the City shall conduct interviews/demonstrations. However, the City may determine that shortlisting and/or interviews/demonstrations are not necessary.

1.10 **FIRM QUALIFICATIONS:** Experiences with the City and entities that evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience. The City reserves the right to make any such additional investigations as it deems necessary to establish the competency, qualifications, and financial stability of any firm submitting a proposal.

1.11 **VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

1.12 **GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

1.13 **BID PROTEST PROCEDURE:** Protests about the bid procedure must be in writing. This written protest must be received by the City of Battle Creek, located at 10 N. Division, Suite 214, Battle Creek, MI 49014. This written protest must be received by the City no later than ten (10) working days after notification to all bidders of the contract award decision. The City of Battle Creek must issue its written decision no more than ten (10) business days from the day the written protest was received.

If a protester thinks that the City of Battle Creek has not followed these protest procedures, the protester has ten (10) business days from the alleged infraction to file a subsequent protest with the City of Battle Creek City Manager or federal granting agency if applicable.

## 2.0 - GENERAL TERMS AND CONDITIONS

- 2.1 MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.
- 2.2 NON-DISCRIMINATION CLAUSE:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of his or her actual or perceived race, color, religion, national origin, age, sex, height, weight, physical or mental disability, family status, sexual orientation, gender identity or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The contractor and any subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2.3 ASSIGNMENT OF CONTRACT:** The contractor shall assign no right or interest in this contract in whole or in part and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 2.4 INDEMNIFICATION:** The contractor shall protect, defend, and save the City, its officials, employees, departments and agents harmless from and against any claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from negligent acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement shall limit the terms of this indemnification provision. In case of any action brought against the City by reason of any such claim, suit, action or demand, upon prompt notice from the City, contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the City.
- 2.5 CONTRACT:** The contract shall be drafted by the City of Battle Creek; The City does not want to sign a vendor's contract form. A sample of this appears at the end of this document.
- 2.6 PROVISIONS REQUIRED BY LAW:** Each provision required by law to be in the contract shall be enforced as though it were included herein, and if any such provision is not inserted, the contract shall be amended to make such insertion or correction.
- 2.7 RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. Taxes or social security payments shall not be withheld from a City payment issued hereunder; Contractor should make arrangements to directly pay such expenses, if any.
- 2.8 RIGHTS AND REMEDIES:** No provision in this contract shall be construed as a waiver by either party of any existing or future right or remedy available by law in the event of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.9 ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
- 2.10 APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.
- 2.11 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** Contractor shall give all notices and pay all royalties and fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work. All services, information, computer program elements, reports, and other deliverables that are created under this Agreement shall be the property of the City. The Contractor shall place no restrictions on the City with regard to the distribution of any of these materials; the City shall have full, unrestricted rights to make and distribute



unlimited copies of any services, information, computer programs/elements, reports, or any other deliverable. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- 2.12 SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 2.13 RECORD RETENTION:** Contractor shall retain all required records for three years after final payments and all other pending matters are closed.

### 3.0 - SPECIAL TERMS AND CONDITIONS

**3.1 TERM AND RENEWAL:** The term of the contract shall commence on the first of the month following award, unless otherwise identified herein or a sooner date is required. The contract shall remain in effect through June 30, 2025, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the City shall have the right, upon mutual consent, to renew the contract for any terms up through June 30, 2029. In the event that the City exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price.

**3.2 PRICE ADJUSTMENT:** Prices and renewals shall be for the contracted prices for each applicable term.

**3.3 QUANTITIES:** Because this is an annual requirements contract, the City reserves the right to increase or decrease the estimated quantity as best fits its needs, and the City does not guarantee maximums or minimums. The City may remove locations. The City also reserves the right to spot-bid unusually large one-time quantities or to buy outside of this contract if extenuating circumstances exist. The City, upon mutual agreement with the Contractor, may add other locations.

**3.4 KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

**3.5 CANCELLATION FOR CAUSE:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term, or condition of the contract. The City shall issue written notice to the contractor for any of the following circumstances:

- A. The contractor fails to adequately perform the services set forth in the specifications of the contract:
- B. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) calendar days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

1. Cancel any contract:
2. Reserve all rights or claims to damage for breach of any covenant of the Contract:
3. In case of default, the City reserves the right to complete the required work. The City may recover reasonable excess cost from the contractor by any remedies as provided by law.

The City also reserves the right to immediately cancel the contract due to egregious violations of the contract, as determined by the City. In such cases, Contractor will be paid for hours worked.

The City intends to maintain a budget to cover all expenses related to this contract; however, the City may cancel this contract if funds are no longer available. In such case, the City shall provide the Contractor with a 60-day written notice of cancellation. The City will pay for all *authorized* completed work or received goods.

**3.6 TERMINATION FOR CONVENIENCE:** The City may terminate this contract at any time for any reason by giving at least 30 days' notice in writing to Contractor. If the contract is canceled by the City as provided herein, the Contractor will be paid a fair payment as negotiated with the City for the work completed as of the date of termination.

**3.7 PAYMENT:** Payment shall be made monthly, or at the end of each project, within 30 days of the submittal of a correct invoice for goods received or work performed.

**3.8 INSURANCE:**

a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from their operations under this Contract.

b. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>		<u>Limits of Liability</u>
Workers' Compensation:		\$ 100,000 or statutory limit
Commercial General Liability: (including XCU if appropriate)	Bodily Injury	\$1,000,000 each occurrence
	Property Damage or Combined Single Limit	\$1,000,000 each occurrence \$1,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage or Combined Single Limit	\$ 500,000 \$ 500,000

The City of Battle Creek shall be listed as an additional insured on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, P.O. Box 1717, Battle Creek, Michigan 49016.

**IMPORTANT NOTE: The City will not indemnify the contractor and will not proceed unless such requirements, if mistakenly added, are removed.**

## 4.0 - SUBMITTAL INFORMATION

### 4.1 SUBMITTAL TERMS AND CONDITIONS

- A. **Basic Submittal Instructions:** Each proposal received by the City in response to this RFP becomes the property of the City and:
1. Shall be signed by an individual authorized to bind the contractor to its provisions.
  2. Proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the City has determined that no additional clarifications or revisions of offers shall be accepted.
  3. Is an irrevocable offer and may not be withdrawn within 90 days after the deadline for submission. Requests for clarifications or revisions automatically establish a new 90-day period.
- B. **Proposal Costs:** The City is not liable for any costs incurred by contractors in the development of their proposals.
- C. **Exceptions To Contract Terms And Specifications:** Offeror shall clearly identify and reference by paragraphs any proposed deviations from the Contract Terms or Scope in the RFP. Exceptions shall include, the Offeror's proposed substitute language. If no exceptions are noted in the Offeror's proposal, the City will assume complete conformance with this specification and the successful Offeror will be required to perform accordingly. Proposals submitted not meeting all requirements may be rejected.

### 4.2 SUBMITTAL REQUIREMENTS

Submit online your proposal **IN THIS ORDER** in **ONE PDF (please do not upload multiple files):**

**A table of contents and page numbers would be appreciated and very helpful**

1. Your proposal, organized as requested in section 4.3 on the next page. A table of contents and page numbers would be extremely helpful.
2. **SIGNED** and completed offer section on the Offer Form
3. Completed DBE forms contained in Attachment A

### Instructions for online submittal: **DO NOT EMAIL PROPOSALS**

- <http://battlecreekmi.gov/228/Purchasing>
- Follow the link to the VendorRegistry page or email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for links.
- Register as a vendor if you have not already
- Navigate to this RFP (name and number on the front page)
- Click on "Submit bid" and follow the instructions
- You may rescind your proposal in the system at any time before the due date/time
- Secure: City staff can see who has submitted, but the system will not allow City staff to see submittal content until after the deadline has passed.
- If you have questions about the process in VendorRegistry, please use their "help" function. They are extremely helpful. City staff can't see what the vendor sees, so we are unable to help.

#### **4.3 EVALUATION CRITERIA:**

All proposals received will be evaluated by the City of Battle Creek for selection purposes. The following main categories, **listed in relative order of importance**, will be considered in selection. The response to this RFP shall focus on these criteria, and shall be submitted in the same order as requested and must contain, at a minimum, all of the items listed below:

##### **A. FIRM QUALIFICATIONS**

1. Describe the qualifications and your history of your firm.
2. Provide a copy of your company's license to operate as a security guard service.
3. List three references that we may contact. Include name and email.
4. Describe the size and scope of customers of similar size.
5. Clearly identify any exceptions to terms and conditions on the city's sample contract in Attachment B.

##### **B. PERSONNEL QUALIFICATIONS**

1. Attach brief profiles of the proposed contract manager and site supervisor. Include name and title, education, types of management and security guard training received
2. Describe any other specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various types of facilities that your contract managers or owner receives.
3. Describe the training you provide your guards.
4. Describe your staffing plan and ability to meet our requirements listed in the Scope of Work.

##### **C. PRICE**

1. Submit the Price Sheet attached herein Section 6.0. If you believe this price page needs modification, then email [clhuff@battlecreekmi.gov](mailto:clhuff@battlecreekmi.gov) before submitting your proposal.

## 5.0 - SCOPE OF WORK

### 5.1 SCOPE

Before submitting a proposal, firms shall carefully examine the scope of work and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal all items requested.

The City is soliciting proposals for the purpose of contracting for security guard services for Battle Creek City Hall and three parking ramps for a term of up to five years.

### 5.2 PARKING RAMPS: DESCRIPTION OF WORK TO BE PERFORMED

**A. LOCATIONS:** The ramps under this contract will be as follows, but the City may add other ramps under this contract, and such additions will be under the terms and conditions of the base contract, and including pricing for the applicable term.

- Hamblin Ave ramp located at 40 Hamblin Ave.
- W. Michigan Ave ramp located at 80 W. Michigan
- Riverwalk ramp located at 38 W. Jackson Street
- Guards may be required upon request to include walkthroughs at the city's Intermodal transfer station (ITC) located at 119 S. McCamly Street.

#### **B. PARKING RAMP RESPONSIBILITIES:**

1. Contractor shall provide 2 unarmed and uniformed security guards who will move between the ramp locations listed above.
2. Hours shall be 10 hours daily, 8:00pm – 6:00am, 7 days per week, excluding the following major holidays, and an unpaid hour break per guard for meals:

New Year's Day  
Memorial Day  
4<sup>th</sup> of July  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

3. Guard shall conduct random patrols throughout the evening on all floors of each of the three ramps.
4. Guard shall monitor Activities within the complexes and exterior areas
5. Create the security presence to deter unwanted malicious activity
6. Report any abnormalities directly to law enforcement where appropriate, and provide regular updates to the city's parking administrator.
7. Guards work primarily independently but may work in tandem to address situations where additional help or support is needed.
8. Coordinate daily security inspection routes and determine areas of special needs with onsite Parking Systems Manager at ABM to ensure proper coverage. Establish and complete daily logs documenting completion of routes and noting any occurrences, submit to Parking Systems Manager (currently ABM) after each shift.

## **5.2 CITY HALL: DESCRIPTION OF WORK TO BE PERFORMED**

- A. HOURS AND WORKDAYS:** Unarmed and uniformed security guard service shall be provided for the hours of 7:45am – 5:15 pm EST, with an hour for lunch, Monday-Friday, except the following holidays in which City Hall is closed, as observed and published by City of Battle Creek Human Resources Department each year:

### **HOLIDAYS OBSERVED**

New Year's Day  
Martin L King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day and Friday  
Christmas Eve  
Christmas Day

- B. DAILY PROCEDURES:** With coordination with City representatives, Contractor shall identify, develop and post procedures on site. The security guards shall perform at minimum, but not be limited to, the following:

1. Maintain a courteous, helpful, and professional demeanor at all times. Direct all visitors to 311 operator for city related questions or information and escort visitors to departments in the building as needed. If 311 operator is unavailable, then guard should help the customer as much as possible.
2. Unlock exterior doors at 8:00am and lock exterior doors at 5:15pm unless otherwise directed by City staff.
3. Patrol interior and exterior of building, grounds, at random intervals.
4. Monitor all available security systems.
5. Call 911 immediately if they can safely do so with suspicious situations, people, or packages.
6. Call 911 immediately if they can safely do so with any emergency situation
7. Report any identified maintenance problems to City of Battle Creek building facility manager.
8. Complete Daily Security Report form and ensure all activity occurring during shift is recorded to include, but not be limited to, patrol activity/times, or any unusual and suspicious activity.

9. Provide backup for the 311 information desk when they are unable to receive packages or deliveries. In the event 311 is not available, contact appropriate divisions immediately when incoming mail, fax, or carrier delivery is received at their post. Division personnel will be responsible for retrieving of such material.
10. Perform other duties as assigned
11. Report any hazardous safety condition
12. Assist the public with basic directions as needed.
13. Building Access Card/Identification: The City will issue building entry access cards for all guards in the performance of their duties. Security guards are responsible for these access cards and shall immediately contact the City of Battle Creek designated representative when they have lost or damaged their building entry access card.
14. Carry a mobile phone with number provided to City staff.
15. View the CCTV monitor for specific buildings and areas when not performing other duties. The guard shall immediately report all suspicious, criminal or unusual activity at any City of Battle Creek location to the local police department and the City of Battle Creek designated representative.

## **5.2 QUALIFICATIONS FOR SECURITY COMPANY AND GUARDS**

### **A. CONTRACTOR SHALL:**

1. Be an established and licensed company engaged in the business of providing security guard services with a minimum of five years' recent experience.
2. The contractor, its owners, officers, or principals must meet the requirements to be a licensed security guard agency in the State of Michigan. Those requirements can be found here:  
<https://www.michigan.gov/lara/bureau-list/cscl/licensing/prof/guards/applicant/license-requirements>
3. Conduct in-depth national (all states) criminal background checks on each guard assigned under this contract PRIOR TO placing a guard at any of our locations. Supply City with copies of the background check on each guard. Perform drug and alcohol screening on each employee before hiring and upon City request on a case by case basis.
4. Have sufficient security staff and security guard personnel and substitute personnel to meet City of Battle Creek needs during contracted work hours and emergency situations.
5. Be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees and have no other financial difficulties that may prevent your company from completing this service.
6. Possess specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various types of facilities.
7. Maintain continuous awareness of the quality and completeness of the work performed by the security guard.
8. Make periodic inspection checks on all security guards with the City of Battle Creek designated representative on a monthly basis or as requested by City of Battle Creek.



9. Return calls within 15 minutes of being contacted by City of Battle Creek designated representative.
10. Not hire any currently employed City of Battle Creek personnel.
11. Provide the City of Battle Creek designated representative the names of all security guard personnel performing under the contract.
12. Provide an updated assigned list of replacement personnel to changes as soon as they occur.
13. Ensure security guard(s) are on time and at their scheduled location.
14. Provide an invoice monthly with payable terms of Net 30 for actual hours worked.

**B. SECURITY GUARDS SHALL:**

1. Pass all national background checks.
2. Have a minimum of one year of actual experience as a security guard and patrolling services in the field, or equal time as a law enforcement officer for a public agency.
3. Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements is maintained.
4. Be able to walk unassisted a minimum of 300 yards, climb stairs, and be able to lift and carry 30 pounds.
5. Maintain respect for employees, contractors, and visitors and conduct themselves with a high level of professionalism.
6. Maintain a business like demeanor at all times.
7. Be alert to surrounding area of responsibility at all times.
8. Be physically and mentally qualified to perform the requirements of this specification.
9. Be a high school graduate or hold a GED equivalent.
10. Be fluent in English with ability to receive, give, and understand written and verbal instructions and procedures.
11. Have the ability to communicate orally and in writing in English.
12. Be computer literate.
13. Complete daily required reports, either in written or online log (to be determined). The submitted information shall be correct and convey complete and accurate information.
14. Possess proper telephone etiquette answering skills.
15. Be in uniform at all times while on duty. The uniform shall be neat, clean, pressed and kept in good physical condition. Non-company supplied symbols, pins, buttons, or slogans may not be applied to the uniform.
16. Wear an identifying name badge with the security company's logo, which shall be clearly visible.

17. Wear and display a City of Battle Creek assigned badge. The City will provide this badge.

18. Maintain a neat and professional appearance at all times.

**C. PERSONNEL REPLACEMENT:** Prior to security personnel being assigned to a shift at any City of Battle Creek facility, the Contractor shall:

1. Submit a letter to the City of Battle Creek designated representative verifying each person assigned meets or exceeds City of Battle Creek's security requirements.
2. Meet with the City of Battle Creek designated representative and establish post procedures and instructions for each assigned post.
3. Requests for changes to post procedures or other special requests for security guards shall be in writing. These changes must be approved by the City of Battle Creek designated representative in writing.
4. The City of Battle Creek designated representative will have the final approval as to which security guard may be assigned.
5. Remove and replace, at their discretion, any security guard or staff who does not behave professionally, is not attentive to duty requirements, and who appears incapable of performing assigned duties or is not in compliance with service requirements in this specification.
6. Remove and replace, without question, any security guard or staff the City requests to be removed and replaced.

**D. TRAINING**

1. Contractor shall designate a training officer who shall perform all training for a new Contractor security guard assigned to City of Battle Creek.
2. If a new security guard is provided, the Contractor shall ensure the newly assigned security guard is properly trained on City of Battle Creek security procedures for a minimum of eight hours at no additional cost to City, prior to assigning duty locations.
3. For City Hall, training shall include, but not be limited to, working on-site at City Hall with a previously Contractor-trained guard.

**E. CITY REQUIREMENTS:**

1. Designate a single City representative who will oversee the contract.
2. Make daily random security inspections of security procedures and security guard(s).
3. Notify the Contractor of security infractions and problems.

**F. NON-COMPLIANCE**

1. It is the Contractor's responsibility to ensure assigned security guards are at their designated post at the scheduled time. If a security guard is unable to report to duty as scheduled, the Contractor shall immediately provide a replacement to begin at the designated scheduled time or have the Site Supervisor replace this security guard until a replacement comes in for duty.
2. Any security guard reporting to work smelling of alcohol, acting under the influence, acting unprofessionally (such as, but not limited to, sleeping), or out of uniform will not be allowed to stay on duty. Contractor shall be responsible for the immediate replacement of the guard. Contractor shall staff this post until the next scheduled guard arrives for duty.

**G. LOCATIONS:**

1. This contract is primarily for Battle Creek City Hall and designated parking ramps. However, the City and the Contractor may mutually agree to add other locations, if needed, for short- or long-term engagements, at the hourly rate for the date(s) in which the services are rendered.

## 6.0 - PRICE SHEET

### RAMPS

<b>Term</b>	<b>All-inclusive hourly rate for Parking Ramps</b>
Contract start to June 30, 2024	
July 1, 2024 – June 30, 2025	
July 1, 2025 – June 30, 2026	
July 1, 2026 – June 30, 2027	
July 1, 2027 – June 30, 2028	
July 1, 2028 – June 30, 2029	

### CITY HALL

<b>Term</b>	<b>All-inclusive hourly rate For City Hall</b>
Contract start to June 30, 2024	
July 1, 2024 – June 30, 2025	
July 1, 2025 – June 30, 2026	
July 1, 2026 – June 30, 2027	
July 1, 2027 – June 30, 2028	
July 1, 2028 – June 30, 2029	

## 7.0 - OFFER FORM

**TO THE CITY OF BATTLE CREEK:** We propose to furnish all labor, materials, equipment, tools, transportation and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the City.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal and any written exceptions in the offer. We understand that the items in this Request for Proposal, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

We agree to complete the contract within the times specified in this Request for Proposal.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

\_\_\_\_\_  
Company Name

For clarification of this offer, contact:

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

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

Email: \_\_\_\_\_

\_\_\_\_\_  
Title

ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORMS

I. YOUR FIRM’S BACKGROUND:

Is your firm an MBE (at least 51% minority ownership)?   \_\_\_YES\_\_\_ \_\_\_NO\_\_\_

Is your firm a WBE (at least 51% woman ownership)?   \_\_\_YES\_\_\_ \_\_\_NO\_\_\_

Are you subcontracting any part of this project?   \_\_\_YES\_\_\_ \_\_\_NO\_\_\_

II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) The major subcontractors used in the prosecution of the work will be those listed below
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the contract.
- (3) Contractor represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____

## **ATTACHMENT B – SAMPLE CONTRACT**

**CITY OF BATTLE CREEK  
AGREEMENT FOR SERVICES  
Security Guard Services Battle Creek  
No. 2024-064R**

**SAMPLE CONTRACT**  
The City does not want to  
sign vendor contracts.  
Subject to modification.

THIS AGREEMENT is made and entered into this \_\_\_\_ day of , 2024, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "CITY," and \_\_\_\_\_, hereinafter referred to as the "Contractor."

**I. SCOPE OF SERVICES From Section 5.0 of RFP #2024-064R**

**5.1 SCOPE**

Before submitting a proposal, firms shall carefully examine the scope of work and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal all items requested.

The City is soliciting proposals for the purpose of contracting for security guard services for Battle Creek City Hall and three parking ramps.

**5.2 PARKING RAMPS: DESCRIPTION OF WORK TO BE PERFORMED**

**A. LOCATIONS:** The ramps under this contract will be as follows, but the City may add other ramps under this contract, and such additions will be under the terms and conditions of the base contract, and including pricing for the applicable term.

- Hamblin Ave ramp located at 40 Hamblin Ave.
- W. Michigan Ave ramp located at 80 W. Michigan
- Riverwalk ramp located at 38 W. Jackson Street
- Guards may be required upon request to include walkthroughs at the city's Intermodal transfer station (ITC) located at 119 S. McCamly Street.

**B. PARKING RAMP RESPONSIBILITIES:**

1. Contractor shall provide 2 unarmed and uniformed security guards who will move between the ramp locations listed above.
2. Hours shall be 10 hours daily, 8:00pm – 6:00am, 7 days per week, excluding the following major holidays, with an unpaid one-hour per guard for meals:

New Year's Day  
Memorial Day  
4<sup>th</sup> of July  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

3. Guard shall conduct random patrols throughout the evening on all floors of each of the three ramps.
4. Guard shall monitor Activities within the complexes and exterior areas
5. Create the security presence to deter unwanted malicious activity
6. Report any abnormalities directly to law enforcement where appropriate, and provide regular updates to the city's parking administrator.



7. Guards work primarily independently but may work in tandem to address situations where additional help or support is needed.
8. Coordinate daily security inspection routes and determine areas of special needs with onsite Parking Systems Manager at ABM to ensure proper coverage. Establish and complete daily logs documenting completion of routes and noting any occurrences, submit to Parking Systems Manager (currently ABM) after each shift.

### **5.3 CITY HALL: DESCRIPTION OF WORK TO BE PERFORMED**

- A. HOURS AND WORKDAYS:** Unarmed and uniformed security guard service shall be provided for the hours of 7:45am – 5:15 pm EST, with an unpaid hour for lunch, Monday-Friday, except the following holidays in which City Hall is closed, as observed and published by City of Battle Creek Human Resources Department each year:

**HOLIDAYS OBSERVED**

New Year's Day  
Martin L King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day and Friday  
Christmas Eve  
Christmas Day

- B. DAILY PROCEDURES:** With coordination with City representatives, Contractor shall identify, develop and post procedures on site. The security guards shall perform at minimum, but not be limited to, the following:
1. Maintain a courteous, helpful, and professional demeanor at all times. Direct all visitors to 311 operator for city related questions or information and escort visitors to departments in the building as needed. If 311 operator is unavailable, then guard should help the customer as much as possible.
  2. Unlock exterior doors at 8:00am and lock exterior doors at 5:15pm unless otherwise directed by City staff.
  3. Patrol interior and exterior of building, grounds, at random intervals.
  4. Monitor all available security systems.
  5. Call 911 immediately if they can safely do so with suspicious situations, people, or packages.
  6. Call 911 immediately if they can safely do so with any emergency situation
  7. Report any identified maintenance problems to City of Battle Creek building facility manager.
  8. Complete Daily Security Report form and ensure all activity occurring during shift is recorded to include, but not be limited to, patrol activity/times, or any unusual and suspicious activity.

9. Provide backup for the 311 information desk when they are unable to receive packages or deliveries. In the event 311 is not available, contact appropriate divisions immediately when incoming mail, fax, or carrier delivery is received at their post. Division personnel will be responsible for retrieving of such material.
10. Perform other duties as assigned
11. Report any hazardous safety condition
12. Assist the public with basic directions as needed.
13. Building Access Card/Identification: The City will issue building entry access cards for all guards in the performance of their duties. Security guards are responsible for these access cards and shall immediately contact the City of Battle Creek designated representative when they have lost or damaged their building entry access card.
14. Carry a mobile phone with number provided to City staff.
15. View the CCTV monitor for specific buildings and areas when not performing other duties. The guard shall immediately report all suspicious, criminal or unusual activity at any City of Battle Creek location to the local police department and the City of Battle Creek designated representative.

#### **5.4 QUALIFICATIONS FOR SECURITY COMPANY AND GUARDS**

##### **A. CONTRACTOR SHALL:**

1. Be an established and licensed company engaged in the business of providing security guard services with a minimum of five years' recent experience.
2. The contractor, its owners, officers, or principals must meet the requirements to be a licensed security guard agency in the State of Michigan. Those requirements can be found here:  
<https://www.michigan.gov/lara/bureau-list/cscl/licensing/prof/guards/applicant/license-requirements>
3. Conduct in-depth national (all states) criminal background checks on each guard assigned under this contract PRIOR TO placing a guard at any of our locations. Supply City with copies of the background check on each guard. Perform drug and alcohol screening on each employee before hiring and upon City request on a case by case basis.
4. Have sufficient security staff and security guard personnel and substitute personnel to meet City of Battle Creek needs during contracted work hours and emergency situations.
5. Be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees and have no other financial difficulties that may prevent your company from completing this service.
6. Possess specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various types of facilities.
7. Maintain continuous awareness of the quality and completeness of the work performed by the security guard.
8. Make periodic inspection checks on all security guards with the City of Battle Creek designated representative on a monthly basis or as requested by City of Battle Creek.

9. Return calls within 15 minutes of being contacted by City of Battle Creek designated representative.
10. Not hire any currently employed City of Battle Creek personnel.
11. Provide the City of Battle Creek designated representative the names of all security guard personnel performing under the contract.
12. Provide an updated assigned list of replacement personnel to changes as soon as they occur.
13. Ensure security guard(s) are on time and at their scheduled location.
14. Provide an invoice monthly with payable terms of Net 30 for actual hours worked.

**B. SECURITY GUARDS SHALL:**

1. Pass all national background checks.
2. Have a minimum of one year of actual experience as a security guard and patrolling services in the field, or equal time as a law enforcement officer for a public agency.
3. Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements is maintained.
4. Be able to walk unassisted a minimum of 300 yards, climb stairs, and be able to lift and carry 30 pounds.
5. Maintain respect for employees, contractors, and visitors and conduct themselves with a high level of professionalism.
6. Maintain a business like demeanor at all times.
7. Be alert to surrounding area of responsibility at all times.
8. Be physically and mentally qualified to perform the requirements of this specification.
9. Be a high school graduate or hold a GED equivalent.
10. Be fluent in English with ability to receive, give, and understand written and verbal instructions and procedures.
11. Have the ability to communicate orally and in writing in English.
12. Be computer literate.
13. Complete daily required reports, either in written or online log (to be determined). The submitted information shall be correct and convey complete and accurate information.
14. Possess proper telephone etiquette answering skills.
15. Be in uniform at all times while on duty. The uniform shall be neat, clean, pressed and kept in good physical condition. Non-company supplied symbols, pins, buttons, or slogans may not be applied to the uniform.

16. Wear an identifying name badge with the security company's logo, which shall be clearly visible.
17. Wear and display a City of Battle Creek assigned badge. The City will provide this badge.
18. Maintain a neat and professional appearance at all times.

**C. PERSONNEL REPLACEMENT:** Prior to security personnel being assigned to a shift at any City of Battle Creek facility, the Contractor shall:

1. Submit a letter to the City of Battle Creek designated representative verifying each person assigned meets or exceeds City of Battle Creek's security requirements.
2. Meet with the City of Battle Creek designated representative and establish post procedures and instructions for each assigned post.
3. Requests for changes to post procedures or other special requests for security guards shall be in writing. These changes must be approved by the City of Battle Creek designated representative in writing.
4. The City of Battle Creek designated representative will have the final approval as to which security guard may be assigned.
5. Remove and replace, at their discretion, any security guard or staff who does not behave professionally, is not attentive to duty requirements, and who appears incapable of performing assigned duties or is not in compliance with service requirements in this specification.
6. Remove and replace, without question, any security guard or staff the City requests to be removed and replaced.

**D. TRAINING**

1. Contractor shall designate a training officer who shall perform all training for a new Contractor security guard assigned to City of Battle Creek.
2. If a new security guard is provided, the Contractor shall ensure the newly assigned security guard is properly trained on City of Battle Creek security procedures for a minimum of eight hours at no additional cost to City, prior to assigning duty locations.
3. For City Hall, training shall include, but not be limited to, working on-site at City Hall with a previously Contractor-trained guard.

**E. CITY REQUIREMENTS**

1. Designate a single City representative who will oversee the contract.
2. Make daily random security inspections of security procedures and security guard(s).
3. Notify the Contractor of security infractions and problems.

**F. NON-COMPLIANCE**

1. It is the Contractor's responsibility to ensure assigned security guards are at their designated post at the scheduled time. If a security guard is unable to report to duty as scheduled, the Contractor shall immediately provide a replacement to begin at the designated scheduled time or have the Site Supervisor replace this security guard until a replacement comes in for duty.
2. Any security guard reporting to work smelling of alcohol, acting under the influence, acting unprofessionally (such as, but not limited to, sleeping), or out of uniform will not be allowed to stay on duty. Contractor shall be responsible for the immediate replacement of the guard. Contractor shall staff this post until the next scheduled guard arrives for duty.

#### **G. LOCATIONS:**

1. This contract is primarily for Battle Creek City Hall and designated parking ramps. However, the City and the Contractor may mutually agree to add other locations, if needed, for short- or long-term engagements, at the hourly rate for the date(s) in which the services are rendered.

### **II. COMPENSATION AND METHOD OF PAYMENT**

In consideration of the performance of the services described in the Scope of Services, the City shall pay the Contractor in the amounts detailed below, and Contractor shall charge the City only in accordance with that same amount, for actual hours worked.

#### **RAMPS**

<b>Term</b>	<b>All-inclusive hourly rate for Parking Ramps</b>
Contract start to June 30, 2024	
July 1, 2024 – June 30, 2025	
July 1, 2025 – June 30, 2026	
July 1, 2026 – June 30, 2027	
July 1, 2027 – June 30, 2028	
July 1, 2028 – June 30, 2029	

#### **CITY HALL**

<b>Term</b>	<b>All-inclusive hourly rate For City Hall</b>
Contract start to June 30, 2024	
July 1, 2024 – June 30, 2025	
July 1, 2025 – June 30, 2026	
July 1, 2026 – June 30, 2027	
July 1, 2027 – June 30, 2028	
July 1, 2028 – June 30, 2029	

The City will pay the Contractor following the submission of itemized correct invoice(s) for the services rendered. Payment will be made within 30 days upon receipt of a correct invoice.

### **III. DURATION, TERMINATION, RENEWAL**

The term of the contract shall commence on the first of the month following award, unless otherwise identified herein or a sooner date is required. The contract shall remain in effect through June 30, 2025, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the City shall have the right, upon mutual consent, to renew the contract for any terms up through June 30, 2029. In the event that the City exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price.

Prices and renewals shall be for the contracted prices for each applicable term as noted in the charts in Section II Compensation and Method of Payment.

Because this is an annual requirements contract, the City reserves the right to increase or decrease the estimated quantity as best fits its needs, and the City does not guarantee maximums or minimums. The City may remove locations. The City also reserves the right to spot-bid unusually large one-time quantities or to buy outside of this contract if extenuating circumstances exist. The City, upon mutual agreement with the Contractor, may add other locations.

#### **IV. CANCELLATION OR TERMINATION**

**CANCELLATION FOR CAUSE:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term, or condition of the contract. The City shall issue written notice to the contractor for any of the following circumstances:

- A. The contractor fails to adequately perform the services set forth in the specifications of the contract:
- B. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) calendar days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

2. Cancel any contract:
2. Reserve all rights or claims to damage for breach of any covenant of the Contract:
3. In case of default, the City reserves the right to complete the required work. The City may recover reasonable excess cost from the contractor by any remedies as provided by law.

The City also reserves the right to immediately cancel the contract due to egregious violations of the contract, as determined by the City. In such cases, Contractor will be paid for hours worked.

The City intends to maintain a budget to cover all expenses related to this contract; however, the City may cancel this contract if funds are no longer available. In such case, the City shall provide the Contractor with a 60-day written notice of cancellation. The City will pay for all *authorized* completed work or received goods.

**TERMINATION FOR CONVENIENCE:** The City may terminate this contract at any time for any reason by giving at least 30 days' notice in writing to Contractor. If the contract is canceled by the City as provided herein, the Contractor will be paid a fair payment as negotiated with the City for the work completed as of the date of termination.

#### **V. ENFORCEMENT, LAWS AND ORDINANCES**

**GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor

**VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

#### **VI. INDEPENDENT CONTRACTOR**

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party.

The Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

The City will not provide any insurance coverage to the Contractor including Workers' Compensation coverage.

#### **VII. MODIFICATIONS**

This Agreement may only be modified by a mutual written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

#### **VIII. WAIVER**

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other that is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

#### **IX. INDEMNIFICATIONS**

Contractor shall indemnify, defend, and hold harmless the City of Battle Creek, from any and all claims, demands, suits, actions, proceedings, loss, cost, and reasonable attorney's fees and/or litigation expenses arising or alleged to have arisen out of any negligent act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this agreement. The Contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the City, or its employees.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

#### **X. INSURANCE**

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy. The City of Battle Creek shall be listed as an additional insured on all general liability coverages, and shall be provided verification. Sole proprietors are not required to have workers' compensation coverage.

General Liability           \$1,000,000  
Worker's Compensation   \$ 100,000 or statute

- B. Obtain and keep in force throughout the life of the agreement, policies of automobile liability insurance containing combined limits of personal injury and property damage of not less than the amounts required by the State of Michigan and covering any vehicle that is used in connection with the performance of services contemplated by this Agreement.

- C. Obtain and keep in force throughout the life of the agreement, errors and omissions insurance in the minimum amount of \$300,000.

## **XI. MISCELLANEOUS PROVISIONS (where applicable)**

- A. No assignment of this Agreement or subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subcontracts shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- B. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information must be referred to the City.
- C. All services, information, computer program elements, reports, and other deliverables that are created under this Agreement shall be the property of the City and shall not be used by the Contractor or any other person except with the prior written permission of the City. The City shall hold the copyright to any copyrightable material. Patents for any item created under this contract shall be assigned to the City.
- D. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
- E. The Contractor, with regard to the work performed during this contract, agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).
- F. **KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
  - A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
  - B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
- G. **RECORD RETENTION:** Contractor shall retain all required records for three years after final payments and all other pending matters are closed.



- H. **PROVISIONS REQUIRED BY LAW:** Each provision required by law to be in the contract shall be enforced as though it were included herein, and if any such provision is not inserted, the contract shall be amended to make such insertion or correction.
- I. **RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. Taxes or social security payments shall not be withheld from a City payment issued hereunder; Contractor should make arrangements to directly pay such expenses, if any.
- J. **RIGHTS AND REMEDIES:** No provision in this contract shall be construed as a waiver by either party of any existing or future right or remedy available by law in the event of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- K. **ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
- L. **APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.

**ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the City of Battle Creek and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements. In cases of conflicts between this contract and any attached or referenced documents, this contract shall prevail.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

**CITY OF BATTLE CREEK:**

**CONTRACTOR:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

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

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

\_\_\_\_\_  
Approval as to form

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

**Contract term**

---

City/State/Zip

---

Phone                      Email

# LAGARDA SECURITY



A PROFESSIONAL SECURITY PROPOSAL FOR:



CITY OF BATTLE CREEK  
RFP#: 2024-064R  
Security Guard Services

ATTN: Christine Huff







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Christine Huff  
City of Battle Creek  
10 N Division Street  
Battle Creek, MI 49014

Ms. Huff,

I'd like to thank you for allowing Lagarda Security to present this proposal to you and your organization. We are very excited about the possibility of providing security services for the City of Battle Creek. Lagarda Security is the largest and oldest Michigan-based security company in the State. We pride ourselves in being a family-owned, woman-owned business and working closely with a wide array of organizations. We would like nothing more than to add the City of Battle Creek to our growing list of clientele.

Lagarda has been servicing clients for over 35 years and remains at the forefront of security technology; featuring state of the art access control, surveillance, alarm technology, as well as the latest Electronic Tour Verification Systems like handheld checkpoint systems and DEGGY AI security software and equipment. Our professional security officers are offered cutting-edge training and can be outfitted in several different uniform options including blazers for a more professional appearance.

In closing, I would again like to thank you for the opportunity to present this proposal. Given our extensive network of Security Officers throughout Michigan, we feel Lagarda is perfectly suited to not just provide security services, but grow alongside the City of Battle Creek. We consider every one of our clients as a partner, not an account. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Chris Brown  
Director, Business Development



CORPORATE OFFICE:  
2123 SOUTH CENTER RD.  
BURTON, MICHIGAN 48519  
OFFICE: (810) 742-8189  
FAX: (810) 742-5033  
TOLL-FREE (877) 944-8400

BRANCH OFFICE:  
11685 MOUNT ELLIOTT ST.  
DETROIT, MICHIGAN 48212  
OFFICE: (313) 368-6800  
FAX: (313) 368-2305  
[www.lagardasecurity.com](http://www.lagardasecurity.com)

## 7.0 - OFFER FORM

**TO THE CITY OF BATTLE CREEK:** We propose to furnish all labor, materials, equipment, tools, transportation and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the City.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal and any written exceptions in the offer. We understand that the items in this Request for Proposal, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

We agree to complete the contract within the times specified in this Request for Proposal.

We acknowledge receipt of the following addendum(s): 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

JHOHMAN LLC, dba Lagarda Security

Company Name

For clarification of this offer, contact:

2123 Center Rd.

Address

Name: Chris Brown

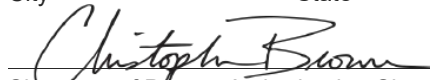
Burton MI 48519

City

State

Zip

Phone: (248) 230-6047



Signature of Person Authorized to Sign

Fax: (810) 742-5033

Chris Brown

Printed Name

Email: ChrisBrown@LagardaSecurity.com

Director, Business Development

Title

Are you subcontracting any part of this project? YES ☒ NO

- (1) The major subcontractors used in the prosecution of the work will be those listed below
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the contract.
- (3) Contractor represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

[illegible]

**A. FIRM QUALIFICATIONS**

1. Describe the qualifications and history of your firm.

Lagarda Security has been licensed to provide security officer services since 1988. We are a licensed Private Investigation firm as well. Over the decades we have worked with many Federal, State, County, and Local Government clients; most notably, the City of Detroit. Since 2011, we have partnered with the City of Detroit and have provided security officer services to dozens of locations, totaling over 4,000 weekly hours at its peak. For over a decade, we provided security to all City-owned parking structures (5), not just patrolling, but assisting customers with their e-pay system. Today, we protect their municipal parking/impound locations with armed security officers who work directly with General Services officers and Detroit Police officers. Additionally, we provide security for their parks and recreations department, monitoring all City parks.

We have provided MCOLES certified, Armed Security Officers to the 67th District Court since May of 2011. Our officers oversee courthouses in Fenton, Burton, and Flushing, Michigan. Every Officer assigned to the courts go through a rigorous vetting, background and interview process and must be approved by the judge in each court. Currently, all Officers are retired, police officers.

2. Provide a copy of your company's license to operate as a security guard service.

Our State of Michigan Security Guard Agency Branch License and Professional Investigator Agency License is located on page 12 of this proposal.

3. List three references that we may contact. Include name and email.

Lynn E. Sanders, Security Chief  
City of Detroit  
General Services Department  
115 Erskine St.  
Detroit, MI 48201  
313-224-9413 Office  
313-518-2559 - Cell  
[Lynn.Sanders@detroitmi.gov](mailto:Lynn.Sanders@detroitmi.gov)

Lt. Ryan Ulshafer, Court Security Lieutenant  
Office of Genesee County Sheriff  
1002 Saginaw St,  
Flint, MI 48502  
(810) 257-3018  
[RUlshafer@geneseecountymi.gov](mailto:RUlshafer@geneseecountymi.gov)

Michael Moore, Operations Director  
Capital Area District Libraries  
401 S. Capitol Avenue  
Lansing, MI 48933  
(517) 862-4175  
[moorem@cadl.org](mailto:moorem@cadl.org)



CORPORATE OFFICE:  
2123 SOUTH CENTER RD.  
BURTON, MICHIGAN 48519  
OFFICE: (810) 742-8189  
FAX: (810) 742-5033  
TOLL-FREE (877) 944-8400

BRANCH OFFICE:  
11685 MOUNT ELLIOTT ST.  
DETROIT, MICHIGAN 48212  
OFFICE: (313) 368-6800  
FAX: (313) 368-2305  
[www.lagardasecurity.com](http://www.lagardasecurity.com)





4. Describe the size and scope of customers of similar size.

We work with customers of all sizes. We have many clients with security programs requiring over 1,000 hours of security officer service per week, dozens of clients that require 500+ hours per week, as well as several that only require 40 hours per week. Each Lagarda Security client is unique, and their security program is treated as such. Each location we service receives individual, site-dedicated attention in its operational approach. The security we provide at Ottawa Towers' parking garage in Pontiac, for example, has a very different security plan compared to the parking garage just around the corner at McLaren Healthcare.

5. Clearly identify any exceptions to terms and conditions on the city's sample contract in Attachment B.

None



## B. PERSONNEL QUALIFICATIONS

1. Attach brief profiles of the proposed contract manager and site supervisor. Include name and title, education, types of management and security guard training received.

The resume for Willis "Chip" Atkinson is located on page 37 of this proposal. Mr. Atkinson will serve as the City's dedicated Operations Manager. The resume for Chris Brown is located on page 35.

2. Describe any other specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various types of facilities that your contract managers or owner receives.

The majority of Lagarda Security's operational staff are retired military and/or law enforcement professionals and have received incomparable training in the above topics that no security agency could supplant. These individuals have worked in the security industry for years and have attended various training classes through Lagarda Security and Pryor Learning Seminars.

3. Describe the training you provide your guards.

Lagarda Security employs our own in-house training staff, consisting of professionals that have excelled in their service careers prior to joining Lagarda Security and have brought that experience and knowledge to our officer development program. We offer our officers certified, verifiable, real-world training that was developed by the organizations we represent and have put their trust in our staff by certifying them as instructors. Once our operational staff conducts their walk-through and assessment of a new site, they work with our training staff to develop site-specific training programs, tailored to the needs of each client, including individual facilities and environments, as many of our clients have multiple locations.

A full description of our training can be found on pages 26-27 of this proposal

4. Describe your staffing plan and ability to meet our requirements listed in the Scope of Work.



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Our recruiting, hiring, and training staff works around the clock to ensure we are providing properly vetted, well-trained officers to each and every site. Once, we acquired the security contract for McLaren Health Care, almost 2 years ago, we nearly doubled our HR staff. With approximately 5,000 hours per week of security coverage at more than a dozen sites throughout the state, we did what we do best: work. Over 2 years into this contract, we have solidified our position as McLaren's sole security provider for years to come.

Upon becoming a Lagarda Security client, our Operations Department and security specialists will perform a full walk-through of your facility and work with your team to develop a comprehensive security solution. Each assignment we accept is evaluated individually; no generic, cookie-cutter security plans. Each and every assignment is approached with the equal amount of forethought and tact. Our security strategies do not end with security officers, we offer a wide range of technology-based resolutions such as access control, surveillance cameras, alarms, monitoring. Our team will take the time to determine the most efficient action plan for your needs.

Lagarda Security's training staff consists of professionals that excelled in their service careers prior to joining Lagarda Security and have brought that experience and knowledge to our officer development program. We offer our officers certified, verifiable, real-world training that was developed by the organizations we represent and have put their trust in our staff by certifying them as instructors. Once our operational staff conducts their walk-through and assessment of a new site, they work with our training staff to develop site-specific training programs, tailored to the needs of each client, including individual facilities and environments, as many of our clients have multiple locations.

Training is an on-going process, both on and off the jobsite. Continuous improvement is not just a goal, it's how Lagarda Security has become known as an innovator and leader in the security industry. Our instructors are constantly searching for new techniques and new security concepts to bring to our clients and share with our officers. We pride ourselves on working with our customers and not simply telling them what they should do, or offering only our solution. Collaborating with our clients, listening, and gaining an understanding of their particular challenges is the key!

Staffing is typically an ongoing process as well. With pay rates skyrocketing to previously unthinkable amounts the past few years, we understand the necessity to cross-train multiple officers and employ part-time, contingency officers. Lagarda's goal is to have 1, fully trained officer per 3 officers at each site. It is imperative to have these precautions in place in order to maintain consistency at the sites we protect.

### C. PRICE

1. Submit the Price Sheet attached herein Section 6.0. If you believe this price page needs modification, then email [clhuff@battlecreekmi.gov](mailto:clhuff@battlecreekmi.gov) before submitting your proposal.



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## 6.0 - PRICE SHEET

**RAMPS**

<b>Term</b>	<b>All-inclusive hourly rate for Parking Ramps</b>
Contract start to June 30, 2024	\$23.88
July 1, 2024 – June 30, 2025	\$23.88
July 1, 2025 – June 30, 2026	\$23.88
July 1, 2026 – June 30, 2027	\$25.37
July 1, 2027 – June 30, 2028	\$25.37
July 1, 2028 – June 30, 2029	\$26.87

**CITY HALL**

<b>Term</b>	<b>All-inclusive hourly rate For City Hall</b>
Contract start to June 30, 2024	\$23.88
July 1, 2024 – June 30, 2025	\$23.88
July 1, 2025 – June 30, 2026	\$23.88
July 1, 2026 – June 30, 2027	\$25.37
July 1, 2027 – June 30, 2028	\$25.37
July 1, 2028 – June 30, 2029	\$26.87

**WBENC**

WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

Lagarda Security

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: August 8, 2006

Expiration Date: August 9, 2024

WBENC National Certification Number: 2005108865



Authorized by Michelle Richards, President  
Great Lakes Women's Business Council

Great Lakes  
Women's  
**Business  
COUNCIL**

NAICS: 561612  
UNSPSC: 92121504



WBENCFLORIDA  
WOMEN'S BUSINESS ENTERPRISE COUNCIL



WBENC METRO NY  
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC GREATER DFW  
WOMEN'S BUSINESS ENTERPRISE COUNCIL



WBENC EAST  
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC ORV  
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC PACIFIC  
WOMEN'S BUSINESS ENTERPRISE COUNCIL



WBENC SOUTH  
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC WEST  
WOMEN'S BUSINESS ENTERPRISE COUNCIL





GRETCHEN WHITNER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU  
SECURITY GUARD AGENCY BRANCH LICENSE

Q826084

LA GARDA SECURITY  
11685 MT ELLIOTT ST  
DETROIT MI 48212

LICENSE NO.  
3802205322

EXPIRATION DATE  
01/31/2026

23356041201

THIS DOCUMENT IS DULY  
ISSUED UNDER THE LAWS OF  
THE STATE OF MICHIGAN

GRETCHEN WHITNER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU  
PROFESSIONAL INVESTIGATOR AGENCY LICENSE

Q843872

QUALIFYING OFFICER: HOHMAN, JODI CANNON

LA GARDA SECURITY  
2123 CENTER RD S  
BURTON MI 48519

LICENSE NO.  
3701205123

EXPIRATION DATE  
01/31/2027

2417040100

THIS DOCUMENT IS DULY  
ISSUED UNDER THE LAWS OF  
THE STATE OF MICHIGAN



## CERTIFICATE OF GOOD STANDING

13



*This is to Certify That*

**JHOHMAN, LLC**

was validly organized on October 2, 2001 as a Limited Liability Company. Said Limited Liability Company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23, as amended, to attest to the fact that the company is in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission  
1423953

In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 9th day of December, 2016

*Julia Dale*

Julia Dale, Director  
Corporations, Securities & Commercial Licensing Bureau



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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2023

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

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

<b>PRODUCER</b> DFA INSURANCE PO Box 1868 Rockwall, TX 75087		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (214)646-3347 FAX (A/C, No): (214)943-6531 E-MAIL: dfainsure@gmail.com ADDRESS:	
<b>INSURED</b> J. Hohman, LLC. dba LA GARDA SECURITY, INC. P.O. BOX 90131 BURTON MI 48509		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: StarStone Specialty Insurance Co. NAIC # 44776 INSURER B: Travelers Insurance Co. 25658 INSURER C: Berkley Regional Insurance Co 29580 INSURER D: INSURER E: INSURER F:	

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

COVERAGE AND CONDITIONS OF COVERAGE		LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Assault & Battery  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	WSGL000233	11/6/2023	11/6/2024	
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CICP024265	11/6/2023	11/6/2024	
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMV0000023	11/6/2023	11/6/2024	
						EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N y	N/A	Y	6EUB-4N95005-9-21	5/23/2023	5/23/2024
						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	FIDELITY /CRIME			BCCR-45000055-25	2/14/2023	2/14/2024	1,000,000

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

## CERTIFICATE HOLDER

SAMPLE CERT

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**JHohman LLC**

2 Business name/disregarded entity name, if different from above  
**Lagarda Security**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**2123 S. Center Rd.**

6 City, state, and ZIP code  
**Burlon, Michigan 48519**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or  
Employer identification number  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here  
Signature of U.S. person ► *[Signature]*

Date ► **1/14/2024**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)



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May 28, 2021

To whom it may concern,

I wish to confirm the Jhohman LLC, dba Lagarda Security and related companies have maintained banking relationships with JP Morgan Chase for nearly 20 years.

The owner and president, Jodi Hohman, is of highest character and has always conducted her business affairs in exemplary fashion.

Ms. Hohman and her companies have managed the business and personal relationship with Chase in a very satisfactory manner. Jhohman LLC maintains a \$1 million line of credit that currently has a \$0 balance. The line has been handled as agreed.

Sincerely,

Diane J. Lechota  
Vice President  
JPMorgan Chase Bank  
(810) 237-3716

Chase Bank USA, N.A. -Business Banking -MI3-6904 -111 E Court Street -Flint, MI 48502  
Telephone: 810-237-3716 Facsimile: 810-373-3619



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DFA Insurance Company

746 W. Jefferson Blvd.

Dallas, TX 75208

Phone: (214) 646-3347

Fax: (214) 943-6531

September 28, 2020

To Whom it May Concern:

Lagarda Security has Liability Coverage in excess of \$10,000,000.00 and Worker's Compensation Insurance of \$1,000,000.00.

They have always performed their duties in a satisfactory manner. They have never defaulted on their insurance.

Sincerely,  
Fred Gardenour



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## DETROIT POLICE RECOGNITION

18



From the desk of

**COMMANDER TIMOTHY LEACH**

Eleventh Precinct

5100 E. Nevada

Detroit, MI 48234

[leach566@detroitmi.gov](mailto:leach566@detroitmi.gov)

(313) 596-1193

January 30, 2017

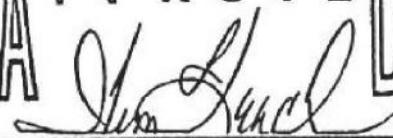
To Whom it May Concern:

I am writing on behalf of Lagarda Security. The Eleventh Precinct has a great working relationship with Lagarda and their team. Our officers are routinely being sought after for Secondary Employment (The Whole DPD) through this company as well as teaming up with our Department to work major and special events throughout the City, i.e., Detroit Fireworks, Tiger's Opening Day, Detroit Boat Races, etc.

The professionalism shown by this company is enlightening, with the things that are happening in our world today, to be able to have a team of people willing and able to make sure that the people they serve are protected and feel safe. I have been working with the members of Lagarda Security for over 13 years and have seen this company first-hand, grow and become one of the most reliable security companies I have worked with.

Lagarda has shown commitment to all that worked with the team and goes above and beyond any other security company I have worked with. I know, you cannot go wrong utilizing the service of this company. I recommend them without reservation. If you have any questions, any at all, please do not hesitate to contact me.

Respectfully yours,

**APPROVED**  
  
COMMANDER  
ELEVENTH PRECINCT



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## EMPLOYEE RECOGNITION

21

LAGARDA SECURITY'S GOAL IS TO RETAIN ALL OF OUR QUALITY EMPLOYEES BY RECOGNIZING THEIR HARD WORK AND DEDICATION TO OUR COMPANY AND CLIENTELE. WE UNDERSTAND THE IMPORTANCE OF AWARDING EMPLOYEES FOR GOING ABOVE THE CALL OF DUTY.



David Coykendall awarded for 15 years of exemplary service by our President & CEO, Jodi Hohman. Officer Coykendall is now in his 20th year with Lagarda Security and will be awarded for his longevity once again at our award ceremony this summer.



David Fox awarded for 10 years of exemplary service to Grand Blanc Community Schools. Not pictured: Kevin Wilcox-10 years, Ronald Randall-10 years, James Amrich-8 years, Larry Galosh-9 years. All at GBCS.



Monique Craig is presented an award for 10 years of service by Keenan Jefferson-Director of Operations, Andre Guyton-Sr. Operations Manager, Angela Alford-Operations Manager & Jack Jackson-Operations Manager



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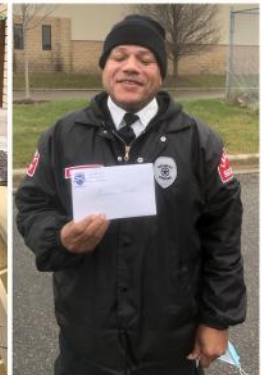


## RETENTION AND BENEFITS

22



Officer Lewis is among the most recent recipients of our "Officer of the Month" Award. 9/2023 with award and handwritten thank you from CEO Jodi Hohman



Multiple officers being awarded Star pins for excellence in service, along with handwritten thank you from our CEO and bonus check



Multiple Officers being awarded, including Officer Coates (center), who received an "Above and Beyond" award for saving a life, and "Officer of the Month". Including his holiday bonus, Officer Coates received \$1,750 in bonuses in 2022.



Security Supervisor Simmons in Mount Pleasant receiving his "Above and Beyond" Award. He is the most recent recipient of our "Double Paycheck Program" 2/2024 as well.



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Upon the receipt of the awarded Security Services Contract for the City of Battle Creek, Lagarda Security will complete the following operational and administrative steps.

1. Confirm an official start date

Lagarda is very flexible and can accommodate any adjustments to the start date and is prepared to begin security coverage on the selected date

2. Assign an Operations Team to monitor and service all areas of the designated project

Your dedicated Operations Manager will schedule a meeting with the staff at the location to develop Post Orders and Transition Plans.

3. Establish working hours and schedules as well as develop all operational procedures

Lagarda Security staff will use their combined 100+ years of experience in the industry to suggest new procedures and ideas to better protect and service each area. No operational or administrative procedures will be altered without prior written consent of authorized City of Battle Creek personnel. An additional tour of the facility and grounds will be conducted by the Lagarda Security Operations Team, to include a full security survey. This survey will include an overview of expected procedures, review areas of vulnerability, environmental concerns, and assist in developing an action plan in order to reduce the vulnerability and crime for the facility. Lagarda Security has built a strong relationship with the surrounding Police Departments and other local law enforcement agencies in the area. The Operations Manager, along with the Director of Operations will contact our local liaison officer to notify them of our start date to further assist us with any criminal actions or issues as it relates to the property. Lagarda Security Operations Management Team will determine areas of concern throughout the facility and/or patrol route.

4. Selection Process

Final selection of candidates will be made within 10 days of the execution of services. The Management Team of the City of Battle Creek has the option of final approval of each officer prior to assignment.

5. Classroom Training

Lagarda Security requires every officer attend a two-day course which is conducted by our Operations Manager and Field Training Manager. The course covers at a minimum, the following:

- Report writing - both Daily and Incident Reports including the legal value of these reports to both Lagarda Security and the City of Battle Creek
- Surveillance and Patrol Techniques
- Customer Service
- Crisis Prevention and Intervention (De-escalation)
- Legal issues of Restraint
- The role of the Security Officer
- Concierge services
- Rules and Regulations
- Protect against vandalism, theft and prevent disorderly conduct
- Uniform, appearance, and the importance of maintaining a presentable look
- Basic computer usage, Outlook and basic Microsoft Office courses
- Professionalism

6. Documentation

Lagarda Security Operational Team will have a preliminary set of post orders in place prior to the commencement of services, however, the document will be ever-evolving as the needs of the City of Battle Creek change.

A "final" version of the document will be put in place by the end of the second week of service.



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**Qualifications:**

Here at Lagarda Security, we believe our entire staff to be the most competent, well trained, professional team of security consultants in the industry. Pulling from every facet of the business, we have assembled a crew of like-minded individuals; from law enforcement, law practice, military, private investigation, interrogation, and corrections communities. Ranging everywhere from SWAT to the ARMY Reserves, our specialized team combined with the business and entrepreneurial skills of our leadership has developed Lagarda Security into one of the most prestigious security firms in the country. On an annual basis our employees are regularly scouted and recruited by the Michigan State Police, FBI, Sheriff, ATF and even the Secret Service.

**Ability:**

Providing highly-trained, professional security personnel is our main priority. Whether we are implementing new procedures for lock-downs, active shooters, terrorist/bomb threats or simply changing the policy on how we handle concussions, our ability to adapt is our most impressive. Lagarda Security's heavy focus on the quality and extent of training our personnel is required to successfully complete is what sets our service above the rest. With over 35 courses at our disposal, we have the qualified staff to help alleviate security issues that plague our clients at any given time. In the rare event an issue we have yet to experience throughout our 35 year tenure arises, our ability to adapt becomes extraordinarily convenient.

**Capacity:**

The security industry as a whole is primarily integrated with our ability to staff and schedule quality personnel to fulfill the very specific needs and requests of our clients. We have been so successful in professionally completing this task. In Lagarda's inception; we obtained the majority of our new clientele due to emergency staffing requests our competition were unable to fulfill. Whether it was the Northwest Airlines strike requiring nearly 200 security officers at a moment's notice or the Environmental Protection Agency (EPA) immediately needing 30 officers around the clock, we were able to appease any request. Though we were founded on the emergency response principal, our philosophy remains the same; Whatever our clients need, they can rest assured we are able to adequately provide.

**Size:**

One of the top 10 in size within the State of Michigan, Lagarda Security is a regional security firm with national resources. With over 200 clients being proudly serviced, word of mouth alone grants us with many temporary customers frequenting our doors on an annual basis. This allows you to choose from our pool of 1,500 highly trained, highly skilled security officers at any given time.

**Skill:**

Over our more than three decades within the security industry, we have invented and evolved a brand of service that is renowned and imitated nationwide. Although perfection is a level rarely reached, it continues to be a goal we strive to fulfill. Our proven ability to protect public officials, government elects, actors, musicians, celebrities and entrepreneurs alike has allowed us to continue to expand our scope of services to the utmost professional level. Collectively our company leadership staff has over 180 years of combined experience. Our very own Personal Instructors have been certified in over 35 courses to allow any new hire the ability to quickly reach the same level of knowledge our leadership staff has taken so long to obtain.

**Financial Strength:**

A small but significant example that demonstrates Lagarda Security's financial strength and stability is our relationship with the City of Detroit. Whilst Lagarda has been servicing the entire City's security needs, with the total billable man-hours being equal to almost fifty times the coverage required for this assignment; Lagarda was the sole provider during the City's financial meltdown and filing of Chapter 9 bankruptcy. During this period we continued to stand by and support our client during their most trying of times, frequently at our own cost, as the City was unable to pay for any services rendered for more than a year at a time. Although we have yet to take advantage, Lagarda Security has also been awarded very large lines of credit from some of the finest financial institutions.

**Experience:**

For thirty five years, Lagarda Security has been servicing a large portfolio of clientele, all ranging from small residential properties to some of the most prestigious and respected fortune 500 clients the world has to offer. Throughout our tenure we have continued to set the bar in professionalism, innovation, customer service and training. By doing so, we developed some of the most lasting business relationships within the educational, medical, industrial, residential, and commercial industries. Spanning three decades and countless assignments, we have had the pleasure of servicing a wide array of clientele.



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### Initial Interview

The initial interview of the applicant is conducted to determine information such as availability, experience and salary requirements. Applicants are asked for any additional information that may aid in the background investigation. The applicants who do not meet the minimum requirements are asked to return with the proper and necessary documentation before being permitted to proceed in our extensive pre-employment process. If the applicant meets the minimum requirements, he or she is invited to attend a pre-employment orientation. If the applicant accepts the invitation, the completed application is forwarded for a background investigation. Any Lagarda Security personnel assigned will be able to proficiently read, write, and speak the English language.

### Pre-Employment Screening Process

Members of our management team review all applications and note any discrepancies. Upon determining that the applicant qualifies for employment, a background investigation will be conducted. The investigation will include the following:

1. Employment/Qualification Verification - This investigation will include verification of: prior employment and/or education for the last seven years. Periods of unemployment lasting 60 days or more will be verified. High School diploma or equivalent verification. This may include character references of non-related individuals.
2. Identity Verification - Lagarda will initiate a social security number confirmation trace to validate the names and addresses provided. This portion of the screening process also includes a check against the Specially Designated Nationals (SDN) and Blocked Persons list maintained by the Office of Foreign Assets Control (O.F.A.C.), which puts Lagarda in compliance with the Patriot Act and the Trading with the Enemy Act. Our system updates the list on a daily basis to ensure that all new hires are screened against the most current lists.
3. Criminal Records Check - Lagarda will conduct a criminal history through the Michigan State Police and the results will meet the criminal dissemination criteria. Lagarda Security agrees to hire only applicants without any felony criminal convictions, including any history as a sexual offender.
4. Driver's License Check - Lagarda will initiate a check of the applicant's driving record through the State Department of Motor Vehicles. This should reveal all traffic violations, driving-related offenses, and substantiate a valid operator's license.
5. Drug Screening - All applicants are required to take a "10 panel" urinalysis test conducted by an independent drug screening clinic. All employees must be submitted to a hair follicle test, and random drug and alcohol screening.



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Lagarda Security employs our own in-house training staff, consisting of professionals that have excelled in their service careers prior to joining Lagarda Security and have brought that experience and knowledge to our officer development program. We offer our officers certified, verifiable, real-world training that was developed by the organizations we represent and have put their trust in our staff by certifying them as instructors. Once our operational staff conducts their walk-through and assessment of a new site, they work with our training staff to develop site-specific training programs, tailored to the needs of each client, including individual facilities and environments, as many of our clients have multiple locations.

- Operations Department delivers "Basic Training"

- Introduction to Security
- Lagarda Security Policies
- Role of the Security Officer
- Legal Issues (Parts 1 and 2)
- Human and Public Relations
- Communications/ Verbal Skills
- Patrol Techniques
- X-ray and Metal Detector Usage
- Bomb Threats
- Emergency Preparedness
- Report Writing
- Customer Service Skills
- Social Engineering
- Sensitivity with difficult subjects

- ❖ In-House, Certified Training Specialists develop and provide our officer the latest training in:

- ❖ Fire Prevention and Control
- ❖ Handcuffing
- ❖ Emergency Situations
- ❖ Control and Restraint
- ❖ CPI Crisis Prevention Intervention
- ❖ TJA Police Master Use of Force
- ❖ Conflict Resolution Skills
- ❖ Active Shooter Training
- ❖ CPR/First Aid/AED/Blood-Borne Pathogens

Training is an on-going process, both on and off the job-site. Continuous improvement is not just a goal, it's how Lagarda Security has become known as an innovator and leader in the security industry. Our instructors are constantly searching for new techniques and new security concepts to bring to our clients and share with our officers. We pride ourselves on working with our customers and not simply telling them what they should do or offering *only* our solution. Collaborating with our clients, listening, and gaining an understanding of their particular challenges is the key!

Don't see the specialized training you're looking for, just ask and our Training Specialists will become certified.

All Lagarda Security clients have access to the wide array of training courses we specialize in. We often offer these services to our customers at no cost. Just ask!



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Lagarda Security offers shift supervisors, which can be present on site twenty-four hours a day if needed. These supervisors are required to attend a forty hour Security Supervisor Training Course. During the course, they cover topics such as:

- Effective Time Management
- Motivating/Leading Others
- Alternative Management Styles
- Communication Skills
- Interviewing Techniques
- Performance Evaluations
- Equal Employment Opportunity
- Stress Management
- Employee Turnover
- Policies and Procedures
- Client Relations
- Insurance and Liabilities
- Payroll/Billing Procedures
- Quality Control
- Scheduling
- Post Inspections
- Forms and Reports
- Training and Development

### Specialized Training

Lagarda Security has the capability of developing a customized training program to suit a client's specific needs and concerns. In the past, we have created officer training programs tailored for office buildings, steel plants, apartment complexes, construction sites, distribution centers and retail facilities.

### On-the-Job Training

Lagarda Security tailors our on-site training to meet the specific needs and requirements of each and every client. Such training will begin with:

- Site orientation
- Emergency procedures
- Site specific functions and responsibilities
- Alarm monitoring and response procedures
- Registration log management & patrol routes

Prior to working solo, each Lagarda employee must complete all required on-site training, maintain reliability and be able to work with minimal supervision, be presentable at all times; including full uniform and all required equipment



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Lagarda Security's Command Center operates 24 hours per day, 365 days a year. Our Command Center is responsible for relaying any information from the security officers in the field to the appropriate contact. The Command Center helps our operations team by communicating any and all information from the officers who are on site; such as but not limited to:

- Incident Report Numbers
- Calling on or off of duty
- Police/Emergency Vehicles on premises
- Radio Checks
- Client Communications
- Emergency Calls
- Schedule Changes
- Staffing Reports
- Armed Security back-up
- CCTV
- No Call Into Service, Officers leaving early or arriving late

Lagarda Security's Command Center operates flawlessly due to the tools that are in place in order to fulfill Customer and Operations satisfaction.

- Smart phones with instant e-mail and Managerial Documentation feature
- DEGGGY AI Security Software
- Multi-channel Two-way mobile radios
- Text messaging
- Computerized telephone system
- Field Force Manager GPS Tracking
- Google Docs
- Field Force Manager Fencing
- Linked Alarm Systems



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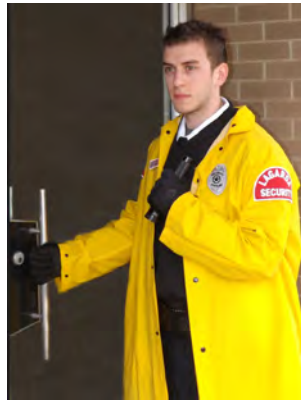
Extensive research has shown that security officers are commonly the first point of contact for a company's current and potential clients and customers. With that being said, we want to insure that our security guards are representing both your company and ours accurately. It is important to ensure our security officers are dressed in a professional manner that demands respect, demonstrates confidence, and conveys the image desired by the customer they are representing. We offer a wide array of uniform options for our clients to choose from, based on the job duties, functions, and overall client preference.



**Blazer Style Uniforms**



**Military Style Uniforms**



**Outerwear**



**Military Sweater**



Lagarda Security owns and maintains nearly 100 Marked Security Vehicles. We buy Jeep Renegades, which are replaced every 3-5 years and maintained by our own in-house mechanic staff. We employ a certified master mechanic along with 3 road mechanics/fuelers. We take pride in providing clean, well-maintained patrol vehicles, outfitted with the Lagarda Security logo and light-bars. These vehicles are fueled on site, meaning our fueler will leave another marked patrol vehicle on site while the assigned vehicle is fueled, washed, or receiving preventative maintenance.



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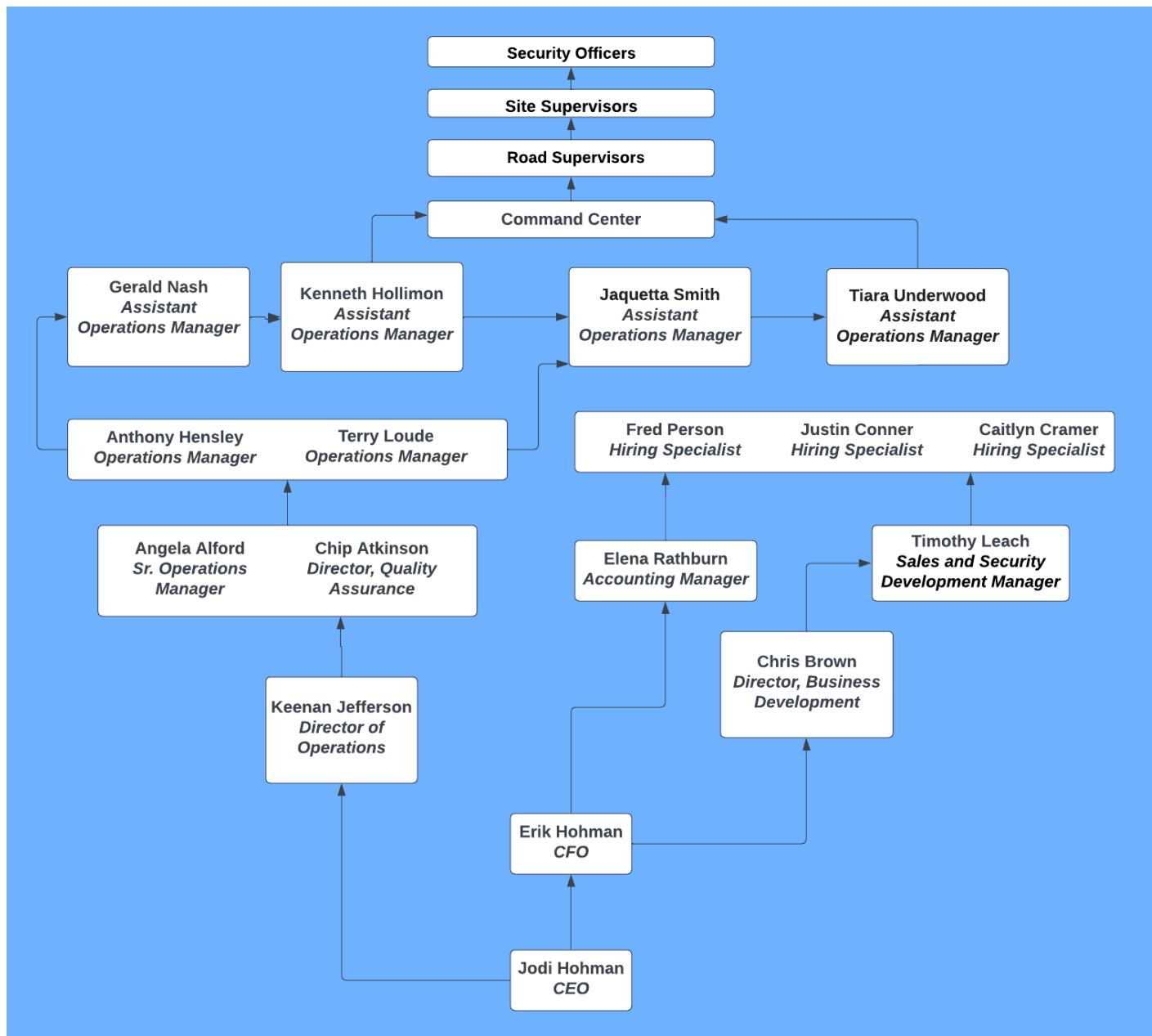
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## ORGANIZATIONAL CHART

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**Jodi Hohman, CEO:** Jodi Hohman has become a very successful business woman after owning several gyms in Michigan and numerous real estate holdings since 2001. After the passing of her brother, Gerald Cannon, the former CEO, Ms. Hohman took on the challenge of rebuilding Lagarda Security to its former glory. Jodi Hohman, being an educated woman with a Bachelors degree in business management from Ferris State University, did exactly that. Thanks to Jodi, Lagarda Security recently received the diversity business award, ranking us 87th out of 100,000 businesses. Jodi Hohman has taken Lagarda Security from an overloaded, indebted company to debt free with several offices; all 100% owned by the company. She has also managed to transition Lagarda Security from high risk financial lenders called factors, to the traditional bank financing of Chase Bank with a line of credit the company virtually never uses. Last year, for the renewal of Lagarda Security's line of credit, Chase Bank advised Jodi Hohman that instead of renewing annually the bank is going to renew her every 2 years. They advised that she should be proud of that fact because that practice is unheard of. Jodi Hohman works with customers such as the once financially strapped City of Detroit to accomplish both her customers goals as well as her own objectives. Lagarda has stood by Detroit during its bleakest time and will continue to do so. Jodi Hohman employs hundreds of people in Michigan and Ohio and continues to strive to train her officers to be the best trained work force possible. Jodi Hohman sends her trainers all over the country to pursue training that she can offer in order to make her customers property the most secure environment possible. It's more than a job or a site to her; it's a whatever it takes mentality that sets Lagarda Security apart from all the rest.

**Keenan Jefferson, Director of Operations :** Mr. Jefferson has a vast knowledge of security services on a wide array of different locations. "Utility Man" as we here at Lagarda Security have come to call him, has the ability solve any issue when it may arise. While being a proactive company, we have come to know that not everything is foreseen. That is why Mr. Jefferson has become a very viable resource here at Lagarda Security. **Elena Rathburn, Vice President of Finance:** Ms. Rathburn is the glue that which holds Lagarda Security together. Her knowledge in Finance and Human Resources, which she has accumulated from years of experience within her career, has helped Lagarda Security become more stable than it has ever been. Elena Rathburn has assisted Jodi Hohman in all her business endeavors and knows what it takes to become a legitimate company and to compete against anyone.

**Willis "Chip" Atkinson, Director of Quality Assurance:** Mr. Atkinson is the head of our in-house training and certification department. Every training course Lagarda Security offers to our security officers are offered to our clients - free of charge. Mr. Atkinson is a certified CPL instructor with the NRA and has an extensive military background; serving our Country in the United States Marine Corps for over 20 years. Mr. Atkinson is responsible for ensuring Lagarda Security's training programs are maintained and kept up to date with the most current training resources available.

**Chris Brown, Business Development Director:** Since completing his third degree from the University of Michigan, Ann Arbor, Chris has spent years in the Security and Information Technology industry. Mr. Brown understands the importance of being a consultant and working to offer the best solutions possible to Lagarda Security clients. Chris works very closely with Lagarda's Operations Department, their clients and the community to improve safety and security conditions throughout the state of Michigan.

**Angela Alford, Sr. Operations Manager:** Beginning as a Security Officer at Lagarda Security, Ms. Alford has risen through the ranks, first as a site supervisor, to area supervisor; assigned to the City of Detroit, and finally, as an Operations Manager. Angela has become an essential member of the Lagarda Operations team. Her hard work and dedication has been an inspiration to our management staff and security personnel.

**Kerry Cole, Ed Hawkins, Douglas Brown, Tim Rhodman - Lansing area Road Supervisors:** Lagarda Security employs its own Road Supervision team that is charged with the responsibility of confirming all our security staff is on duty, in uniform, keeping a professional appearance, and adhering to the Post Orders as developed by the site's Operations Manager. Kerry, Doug and Ed have risen through the ranks within our company to become some of our most trusted supervisory staff members.



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### **Skills & Abilities**

- Minority Women Owned Certified
- National Leadership Award - Honorary Co-Chairman of Business Advisory Council
- Presented Business Diversity Award- Ranked #87 out of 1,200,000 Businesses
- Twenty-five years managerial experience
- Proficient in managing multiple locations in multiple states.
- Management education with honors of the highest distinction.
- International business certification with honors of the highest distinction.
- Computer skilled with keen ability and interest: Internet, Windows- Word/Excel/PowerPoint/Microsoft Publisher, GM – ISP/ EDLASN, Inventory/Accounting/Purchasing Packages.
- Twenty years Entrepreneurial Business Owner.
- Eight years automotive background specializing in electrical components and wiring harnesses.
- Completion of tax course certification program.

### **Education**

Mott Community College, Flint, MI  
Associates in Applied Science Business Management Degree graduated with honors.  
Ferris State University, Flint, MI  
Bachelor of Science in Business Administration Degree  
Graduated GPA 3.853 Honors Highest Distinction  
International Business Certificate GPA 3.853 Honors Highest Distinction

### **Experience**

Lagarda Security  
President/CEO/Sole Owner and Director – December 1993 until present  
Twenty-seven years family owned and operated business experience; provide legal council, financial analysis, sales, training, motivational programs, marketing and customer service etc. Experienced with Federal HUD accounts in multiple states of Missouri, Ohio, Florida, Michigan, Indiana, Iowa and Arkansas, as well as the management of State Housing accounts and Fortune 500 clientele.  
Jackson Hewitt Tax Franchise  
Sole Owner and Director – October 2003 until December 2005  
Active in all aspects of the business operations from accounting to sales to marketing to customer service etc.



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Curves For Women of Clio, Davison, Mundy Twp. Flint, and Otisville

Sole owner and director of all operations of all operations 4 individual fitness franchise business

June 2001 until 2005

Active in all aspects of the business operations from accounting to sales to marketing to customer service etc.

TDM World Inc., Auburn Hills, Mi

Material Control Manager / Traffic & Logistics Manager

Sept 1988 to March 1996

(Business Closure)

Responsibilities consist of inventory control, BOM accuracy, maintaining perpetual FIFO inventory accuracy, production planning, logistics coordination for five plants (Locations: Auburn Hills, MI; Wilmington, Delaware; Rancho Cucamonga, California; Livonia, MI; Kansas City, Kansas). Forecasting weekly material releases required to provide semi-annual audited inventory. Coordinated inventory for all TDM facilities with each Material Control Department. Customer liaison for GM, Ford, Chrysler, CNG, Sears, Commuter Van, Impco, and US Electricar. Manage anywhere from 10 to 20 employees. Responsibilities include managing shipping and receiving department (parts and vehicles). Creation of JIT shipping schedules, securing freight tariffs, and discounts for all TDM facilities including problem solving. Approval and correction of all freight bills.

Attended all NAO supplier conferences, ISP Approval and correction of all freight bills.

Attended all NAO supplier conferences, ISP 862 shipping schedules, and 830 planning schedules with test / ASN transmissions. Set up, document, and maintain QS-9000. Participated in plant managing, purchasing, and accounting functions on a regular basis.

Material Control Supervisor – January 1991 to June 1994

Set up Material Control Department. All TDM facilities were using this as a design for their facilities. Promoted to Material Control Manager / Traffic and Logistics Manager keeping the same duties Traffic duties added.

Material Handler – December 1989 to December 1990

Stocked lines for Cadillac Seville Build, for production employees. Promoted to Material Control Supervisor.

Paint Department – April 1989 to November 1989

Painted incoming parts from vendors, bodywork on Buick Build. Promoted to Material Handler.

Sub Assembly – November 1988 to March 1989

Built Cadillac Electrical Harnesses. Promoted to Paint Department.

Inventory Control – September 1988 to October 1988

Performed Inventory duties on weekly basis for accurate tracking purposes. Promoted to Sub Assembly.

K-Mart, Burton, MI

Sales Service Director – June 1986 to September 1988

Responsibilities were customer relations, supervising cashiers, account balances, purchasing changes, inventory control corrections, bank deposits, receivables, cash office accuracy, and updating UPS Scanner prices. Computer experience IMB network systems.



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### **EXPERIENCE**

Lagarda Security 2/2014 - Present

Detroit, MI

Director, Business Development

Significant role in the development of new, state-of-the art, virtual security program implemented in August 2014

Analyzing local market to identify opportunities and prospective companies

Developing pricing and business development strategies

Participating in trade associations and trade shows

Working in conjunction with Operations Department to maintain current accounts

Increased market share by 8% first six months

NuWave Technology Partners 06/2012 – 2/2014

Southfield, MI

Convergence Consultant/Business Development

Developed new business prospects in search of IT and telecommunications solutions

Provided technology assessments and designed solutions based on the needs of the prospect

Managed all technology requirements of existing clients

Performed hardware demonstrations and detail network architecture proposals through prospect presentations

Worked closely with partners such as Cisco, Microsoft, Dell and HP

Allstate Insurance 09/2010 - 06/2012

West Bloomfield, MI

Sales and Operations Manager

Performed review of sales reports and paperwork gathered from agents

Oversaw and directed insurance sales representatives

Responsible for ensuring insurance sales staff maintains appropriate insurance licenses

Prepared sales reports as well as maintained insurance policies and records

Assisted clients in areas of insurance claims

Formulated strategies to meet and exceed sales objectives

Ensured that agents followed company policies and adhered to state and federal insurance regulations

Developed clientele by networking to find new customers and generated lists of prospective clients

### **EDUCATION**

2002

University of Michigan

Ann Arbor, MI

Bachelor of Arts and Science, Economics and Italian

1999

Washtenaw Community College

Ann Arbor, MI

Associate Degree, Humanities

Graduated with honors

### **SKILLS and CERTIFICATIONS**

- Sales Success Academy certification from the Winning Minds Group
- State of Michigan Property and Casualty Resident Producer License
- Choice Hotels International Sales & Marketing and Management certifications
- All Microsoft applications
- Salesforce, Tigerpaw and Leads 360
- Italian Language



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2123 SOUTH CENTER RD.  
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FAX: (810) 742-5033  
TOLL-FREE (877) 944-8400

BRANCH OFFICE:  
11685 MOUNT ELLIOTT ST.  
DETROIT, MICHIGAN 48212  
OFFICE: (313) 368-6800  
FAX: (313) 368-2305  
[www.lagardasecurity.com](http://www.lagardasecurity.com)





## Keenan A. Jefferson

### Experience

Jan 2011-Present      Lagarda Security      Detroit, MI

#### Director of Operations

Oversee Security Officer hiring, training and terminations, ensuring quality personnel are being selected and retained.  
Formulate policies and procedures and direct staff according to overall company policies.  
Responsible for the achievement of Operations Managers, productivity and quality goals, to maximize operating efficiency.

Oct 2011-Dec 2011      Ferndale Police Department      Ferndale, MI  
(concurrent with above)

#### Service Aide

Processed incoming prisoners by fingerprinting, taking mug shots and entering prisoner information into State of Michigan Offender Tracking Information System.  
Accepted incoming emergency calls and determined which department were to be notified and dispatched local officers to the scene.

Sept 2008-Aug 2010      Prudential Protective Services      Southfield, MI

#### Armed Mobile Security Officer

Used investigative techniques to establish true identities and relationship connections to residents and hold them responsible for their guest's activities.  
Patrolled by car and by foot to observe, senior handicapped apartments and low-income housing complex and respective parking areas, to prevent fire, theft, vandalism, assault, drug sales, drug use, illegal entry, domestic disputes and illegal firearms.

Sept 1992-Mar 2001      United States Army      Various Locations

#### Sergeant

Developed training schedules for incoming classes and ensured all training requirements were implemented.  
Supervised processing of personnel actions at an Army training school while maintaining a adequate organization of Access databases and Excel mail merges.

### Education

Oakland Community College      Associates Degree in General Studies

C Co., 369<sup>th</sup> AG Battalion      Administrative Specialist Course Honor Graduate

### Certifications and Honors

U.S. Army Joint Service Commendation Medal, 2001 U.S.      Army Commendation Medals, 1999-1997  
U.S. Army Joint Service Achievement Medal, 1997      U.S. Army Achievement Medals, 1996-1993  
Michigan Concealed Pistol License, Feb 2016      CPR Certified, Dec 2012

Willis L. Atkinson III  
[willisatkinsonlagarda@gmail.com](mailto:willisatkinsonlagarda@gmail.com)

**Highlights/Qualifications:**

- Held Top Secret Security Clearance with Special Access
- Expert Qualifications with M16A2 rifle and M9 .9mm pistol
- Small Arms weapons instructor
- Close Quarters Battle Instructor
- Able to remain focused and make decisions in stressful situations
- Certified Crisis Prevention and Intervention Instructor
- Brown Belt in Marine Corps Martial Arts program
- Marine Corps Drill Instructor
- NRA Certified Range Safety Officer

**Experience:**

*Director of Quality Assurance/Sr. Operations Manager* *10/2018-Present*

Lagarda Security, Burton, MI

- Develop and oversee all training programs for operational and security officer staff members
- Provide weapons qualification training, CPL training and certification programs and CPI (Crisis Prevention Intervention) training courses
- Oversee an operational staff of 6 members
- Current Operations Manager for 11 clients in Flint, Lansing, Mount Pleasant, Pontiac and other locations

*Operations Manager*

*9/2016-10/2018*

Lagarda Security, Burton, MI

- Dedicated Operations Manager for more than 3 dozen security clients throughout Michigan and Ohio
- Developing security plans and training security officers specific to site requirements
- Scheduling, hiring, and training security officers

*Truck Driver*

*9/2014-10/2016*

Swift Transportation

- CDL Class A driver, responsible for timely delivery of good
- Records keeping, driving logs
- Bills of Lading, Invoice and other paperwork management

*Range Safety Officer*

*11/2013-6/2014*

Advanced Ranges, Burton, MI

- Licensed and certified CPL Instructor
- Ensured the safety of individuals on the firing range
- Taught Weapons Safety, weapons Handling, Marksmanship Fundamentals

*Force Fires Coordination Chief*

*11/2012-11/2013*

1<sup>st</sup> Marine Expeditionary Force, US Marine Corps, Camp Pendleton, CA

- Advised general officers, staff officers and senior enlisted Marines on the employment and coordination of fire support systems at the Regimental level and above
- Advised the I MEF Commanding General, Force Fires Officers, and MEF staff on employment of High Mobility Artillery Rocket Systems and the proper coordination required with both fixed and rotary wing aircraft
- Coordinated fire support plans to support maneuver units MEB level and higher for several major training operations involving over 2,500 Marines

- Coordinated fire support training for MEF and subordinate units to learn the proper use of Fire Support Coordination measures and the proper use of systems to plan and disseminate fire support information to all supported and supporting units

*Force Fires Coordination Chief*

11/2009-11/2012

3<sup>rd</sup> Marine Expeditionary Force, US Marine Corps, Okinawa, Japan

- Advised general officers, staff officers and senior enlisted Marines on the employment and coordination of fire support systems at the Regimental level and above
- Advised the III Marine Expeditionary Force Commanding General, Force Fires Officer and MEF staff on employment of High Mobility Artillery Rocket Systems and the proper coordination required with both fixed and rotary wing aircraft
- Coordinated Fire Support plans to support maneuver units Division level and higher for 275 major training operations per year for 3 years involving over 2,500 Marines throughout several countries
- Taught and planned all aspects of Fire Support to III MEF and subordinate units, teaching the proper use of Fire Support measures and the proper use of systems to plan, execute, and disseminate fire support information to all supported and supporting units.
- Established Standard Operating Procedures for the de-confliction of High Mobility Artillery Rocket Systems and Joint Air Support that are now used throughout the Marine Forces Pacific
- Operations Chief for Operation Tomodachi: responsible for the setup and operation of the Joint Command Center for JFT-505 and the reporting for the evacuation of over 25,000 people from mainland Japan after the tsunami and the Sendai Nuclear Power Plant meltdown.

*Force Fires Coordination Chief*

1/2004-11/2009

1<sup>st</sup> Marine Expeditionary Force, US Marine Corps, Camp Pendleton, CA

- Deployed MNF-W Iraq, Camp Fallujah in 2004 and coordinated all fires within MNF-W
- Deployed MNF-W Iraq, Camp Fallujah in 2006 and coordinated all fire support with subordinate adjacent, and higher units during the battle of Fallujah
- Served as the Company Gunny for the first iteration of the Fallujah Police Force; responsible for the force protection, training and daily operations of the police force
- Deployed MNF-W Iraq, Camp Fallujah in 2008 and was assigned as the Anti-Terrorism Force Protection Chief; responsible for force protection at all outposts and forward operating bases within MNF-W.
- Accountable for over \$100,000,000 of force protection essential equipment to include G-BOSS and Backscatter vans and counter-bomber systems

*Marine Corps Drill Instructor*

1/2001-1/2004

Company E, 2<sup>nd</sup> Recruit Training Battalion, US Marine Corps, MCRD San Diego, CA

- Served as both Junior and Senior Drill Instructor
- Trained nearly 1,000 US Marine recruits, transforming them from civilians into basic trained Marines

*Battalion Fire Support Chief*

1/1997-1/2001

HQ Battery, 5<sup>th</sup> Battalion 11<sup>th</sup> Marines, US Marine Corps, Camp Pendleton, CA

- Deployed in 1998 and 2000 in support of 1<sup>st</sup> Battalion 4<sup>th</sup> Marines as the Bn Fire Support Chief
- Advised and planned fire support programs to support the ground combat element during Operation Southern Watch, Kuwait
- Platoon Sergeant, HQ Platoon, Weapons Company, 1<sup>st</sup> Bn 4<sup>th</sup> Marine Regiment
- Responsible for the training welfare of 50+ Marines

*Anti-Tank Assault Man*

1/1994-1/1997

3<sup>rd</sup> Battalion, 4<sup>th</sup> Marines, US Marine Corps, Camp Pendleton, CA



- Demolitions Team Member supporting Battalion Operations
- Squad Leader, responsible for the training and welfare of 24 Marines
- Platoon Sergeant for Dragon Platoon, responsible for training and welfare of 72 Marines
- Range coordination and training regimen management
- Allocated and managed ammunition allocation for annual and sustainment training for unit exercises and numerous small unit training evolutions

#### *Marine Security Guard*

9/1992-1/1994

Marine Corps Security Force Company, US Marine Corps, Naval Weapons Station, Charleston, SC

- Stood tower perimeter security, vehicle patrol, reaction force and entry control point officer
- Provided security for nuclear submarines while in dry dock
- Trained in close quarters battle (CQB) for various positions, from stack man to designated marksman
- Conducted mounted and dismounted patrols day and night, around the limited area or exclusion areas
- Provided additional security for the Department of Energy while loading and transporting special weapons on and off base

#### **Education:**

##### *Military:*

US Marine Corps: Information Operations course	2010
1 <sup>st</sup> Sgt/Msgt	2009
SNCO Advanced Non-residence course	2006
Joint targeting course	2005
Joint Air Operations course	2004
Ground Operations Specialist	2004
MAGTF Fire Support Chiefs course	2004
Drill Instructor School	2000
Sergeant's course	1999
Small Arms Instructor course	1997
Marine Artillery Scout Observer course	1997
Naval Gunfire School	1997
Summer and Winter Mountain training	1996
Corporals course	1995
Marine Security Officer school	1993
Marine Combat training	1992
Anti-Tank Assaultman course	1992

##### *Civilian:*

Class A CDL  
 NRA, RSO Course  
 NRA, CPL instructor  
 CPI Academy certified



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## 2024-064R Security Guard RFP Prices

	Choice Security & Protection Services, LLC		Protective Security Services		Lagarda Security Services		KARD Protection Group, Inc.		D.M. Burr Security Services		Patriot Security		Universal Protection Service		Securitas Security Services USA		Chimera Resource Group		Signal Security Services	
	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price
<b>PARKING RAMP</b>																				
Contract start to June 30, 2024	\$ 23.00	\$ 25,668.00	\$ 23.00	\$ 25,668.00	\$ 23.88	\$ 26,650.08	\$ 23.19	\$ 25,880.04	\$ 25.13	\$ 28,045.08	\$ 24.42	\$ 27,252.72	\$ 24.95	\$ 27,844.20	\$ 26.68	\$ 29,774.88	\$ 30.00	\$ 33,480.00	\$ 36.90	\$ 41,180.40
July 1, 2024 – June 30, 2025	\$ 23.00	\$ 147,798.00	\$ 23.00	\$ 147,798.00	\$ 23.88	\$ 153,452.88	\$ 23.19	\$ 149,018.94	\$ 25.13	\$ 161,485.38	\$ 24.42	\$ 156,922.92	\$ 25.69	\$ 165,083.94	\$ 27.75	\$ 178,321.50	\$ 31.50	\$ 202,419.00	\$ 38.75	\$ 249,007.50
July 1, 2025 – June 30, 2026	\$ 23.00	\$ 147,798.00	\$ 23.00	\$ 147,798.00	\$ 23.88	\$ 153,452.88	\$ 24.28	\$ 156,023.28	\$ 25.50	\$ 163,863.00	\$ 25.39	\$ 163,156.14	\$ 26.52	\$ 170,417.52	\$ 28.86	\$ 185,454.36	\$ 33.00	\$ 212,058.00	\$ 40.69	\$ 261,473.94
July 1, 2026 – June 30, 2027	\$ 23.00	\$ 147,798.00	\$ 23.00	\$ 147,798.00	\$ 25.37	\$ 163,027.62	\$ 25.74	\$ 165,405.24	\$ 25.88	\$ 166,304.88	\$ 26.41	\$ 169,710.66	\$ 27.36	\$ 175,815.36	\$ 30.01	\$ 192,844.26	\$ 34.50	\$ 221,697.00	\$ 42.72	\$ 274,518.72
July 1, 2027 – June 30, 2028	\$ 23.00	\$ 147,798.00	\$ 23.00	\$ 147,798.00	\$ 25.37	\$ 163,027.62	\$ 26.84	\$ 172,473.84	\$ 26.26	\$ 168,746.76	\$ 27.46	\$ 176,457.96	\$ 28.23	\$ 181,405.98	\$ 31.21	\$ 200,555.46	\$ 36.00	\$ 231,336.00	\$ 44.86	\$ 288,270.36
July 1, 2028 – June 30, 2029	\$ 23.00	\$ 147,798.00	\$ 23.00	\$ 147,798.00	\$ 26.87	\$ 172,666.62	\$ 27.94	\$ 179,542.44	\$ 26.64	\$ 171,188.64	\$ 28.56	\$ 183,526.56	\$ 29.14	\$ 187,253.64	\$ 32.46	\$ 208,587.96	\$ 37.50	\$ 240,975.00	\$ 47.10	\$ 302,664.60
<b>SUBTOTAL:</b>	<b>\$ 764,658.00</b>		<b>\$ 764,658.00</b>		<b>\$ 832,277.70</b>		<b>\$ 848,343.78</b>		<b>\$ 859,633.74</b>		<b>\$ 877,026.96</b>		<b>\$ 907,820.64</b>		<b>\$ 995,538.42</b>		<b>\$ 1,141,965.00</b>		<b>\$ 1,417,115.52</b>	
<b>CITY HALL</b>	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price	Hourly rate per guard	Annual Extended Price
Contract start to June 30, 2024	\$ 23.00	\$ 8,797.50	\$ 23.00	\$ 8,797.50	\$ 23.88	\$ 9,134.10	\$ 24.29	\$ 9,290.93	\$ 25.08	\$ 9,593.10	\$ 24.42	\$ 9,340.65	\$ 28.50	\$ 10,901.25	\$ 26.68	\$ 10,205.10	\$ 30.00	\$ 11,475.00	\$ 28.90	\$ 11,054.25
July 1, 2024 – June 30, 2025	\$ 23.00	\$ 48,288.50	\$ 23.00	\$ 48,288.50	\$ 23.88	\$ 50,136.06	\$ 24.29	\$ 50,996.86	\$ 25.08	\$ 52,655.46	\$ 24.42	\$ 51,269.79	\$ 29.42	\$ 61,767.29	\$ 27.75	\$ 58,261.13	\$ 31.50	\$ 66,134.25	\$ 30.35	\$ 63,719.83
July 1, 2025 – June 30, 2026	\$ 23.00	\$ 48,288.50	\$ 23.00	\$ 48,288.50	\$ 23.88	\$ 50,136.06	\$ 25.36	\$ 53,243.32	\$ 25.47	\$ 53,474.27	\$ 25.39	\$ 53,306.31	\$ 30.35	\$ 63,719.83	\$ 28.86	\$ 60,591.57	\$ 33.00	\$ 69,283.50	\$ 31.87	\$ 66,911.07
July 1, 2026 – June 30, 2027	\$ 23.00	\$ 48,288.50	\$ 23.00	\$ 48,288.50	\$ 25.37	\$ 53,264.32	\$ 26.81	\$ 56,287.60	\$ 25.86	\$ 54,293.07	\$ 26.41	\$ 55,447.80	\$ 31.33	\$ 65,777.34	\$ 30.01	\$ 63,006.00	\$ 34.50	\$ 72,432.75	\$ 33.47	\$ 70,270.27
July 1, 2027 – June 30, 2028	\$ 23.00	\$ 48,288.50	\$ 23.00	\$ 48,288.50	\$ 25.37	\$ 53,264.32	\$ 28.31	\$ 59,436.85	\$ 26.25	\$ 55,111.88	\$ 27.46	\$ 57,652.27	\$ 32.34	\$ 67,897.83	\$ 31.21	\$ 65,525.40	\$ 36.00	\$ 75,582.00	\$ 35.15	\$ 73,797.43
July 1, 2028 – June 30, 2029	\$ 23.00	\$ 48,288.50	\$ 23.00	\$ 48,288.50	\$ 26.87	\$ 56,413.57	\$ 29.41	\$ 61,746.30	\$ 26.64	\$ 55,930.68	\$ 28.56	\$ 59,961.72	\$ 33.17	\$ 69,640.42	\$ 32.46	\$ 68,149.77	\$ 37.50	\$ 78,731.25	\$ 36.91	\$ 77,492.55
<b>SUBTOTAL:</b>	<b>\$ 250,240.00</b>		<b>\$ 250,240.00</b>		<b>\$ 272,348.42</b>		<b>\$ 291,001.84</b>		<b>\$ 281,058.45</b>		<b>\$ 286,978.53</b>		<b>\$ 339,703.95</b>		<b>\$ 325,738.96</b>		<b>\$ 373,638.75</b>		<b>\$ 363,245.38</b>	
<b>5 Year Total:</b>	<b>\$ 1,014,898.00</b>		<b>\$ 1,014,898.00</b>		<b>\$ 1,104,626.12</b>		<b>\$ 1,139,345.62</b>		<b>\$ 1,140,692.19</b>		<b>\$ 1,164,005.49</b>		<b>\$ 1,247,524.59</b>		<b>\$ 1,321,277.38</b>		<b>\$ 1,515,603.75</b>		<b>\$ 1,780,360.90</b>	

### Ramp hours calculated

The estimated annual hours were based on working days per year (365) minus closed major holidays (8): 357 working days x 9 hours per shift x hourly rate x 2 (number of guards).

### City Hall hours calculated:

The estimated annual hours were based on working days per year (260) minus closed observed holidays (13): 247 working days x 8.5 hours per day x hourly rate.

Points for Price: 20			
Pricing Rank	Vendor Name	PRICE	Points:
Nonresponsive & nonresponsible	Choice Security	\$ 1,014,898.00	0
Nonresponsive & nonresponsible	Protective Security Services	\$ 1,014,898.00	0
1st low	Lagarda Security Services	\$ 1,104,626.12	20
2nd low	KARD Protection Group, Inc.	\$ 1,139,345.62	19
3rd low	D.M. Burr Security Services	\$ 1,140,692.19	19
4th low	Patriot Security	\$ 1,164,005.49	19
5th low	Universal Protection Service	\$ 1,247,524.59	18
6th low	Securitas Security Services USA	\$ 1,321,277.38	17
7th low	Chimera Resource Group	\$ 1,515,603.75	15
8th low	Signal Security Services	\$ 1,780,360.90	12

Score = ( Lowest price x number of possible points)/price being evaluated

The two lowest vendors, Choice Security and Protective Security Services, were non-responsive and non-responsible, so their prices were not considered as the lowest, for purposes of scoring

CONSENSUS SCORE SHEET

RFF 2024-064R Title: Security Guard

		Lagarda Security				D.M. Burr				Securitas				Signal Security				Universal Protection				Patriot Security				Chimera				KARD Protection			
		Gensch	Norton	Steele	Avg	Gensch	Norton	Steele	Avg	Gensch	Norton	Steele	Avg	Gensch	Norton	Steele	Avg	Gensch	Norton	Steele	Avg	Gensch	Norton	Steele	Avg	Gensch	Norton	Steele	Avg	Gensch	Norton	Steele	Avg
A	Firm Qualifications	50	50	48	49	35	27	48	37	50	35	35	40	50	28	40	39	40	32	25	32	20	33	30	28	40	25	44	36	25	18	30	24
B	Personnel Qualifications	30	30	30	30	25	27	30	27	30	15	25	23	15	18	27	20	20	17	20	19	15	23	26	21	15	2	26	14	15	23	25	21
D	Price: this score has been	20				19				17				12				18				19				15				19			
Subtotal to shortlist or award		100	100	98	99	79	73	97	83	97	67	77	80	77	58	79	71	78	67	63	69	54	75	75	68	70	42	85	66	59	60	74	64
E	INTERVIEW/DEMONSTRA	100																															
GRAND TOTAL FOR AWARD		200			99				83				80				71				69				68				66				64
		\$	1,104,626.12			\$	1,140,692.19			\$1,508,757.74				\$2,025,921.20				\$1,428,943.59				\$1,335,604.83				\$1,726,413.75				\$1,304,190.45			

Score = ( Lowest price x number of possible points)/price being evaluated

Points for Price:		20		
Pricing Rank	Vendor Name	PRICE	Points:	
Nonreponsive & nonresponsive	Choice Security	\$ 1,014,898.00	0	
Nonreponsive & nonresponsive	Protective Security Services	\$ 1,014,898.00	0	
1st low	Lagarda Security Services	\$ 1,104,626.12	20	
2nd low	KARD Protection Group, Inc.	\$ 1,139,345.62	19	
3rd low	D.M. Burr Security Services	\$ 1,140,692.19	19	
4th low	Patriot Security	\$ 1,164,005.49	19	
5th low	Universal Protection Service	\$ 1,247,524.59	18	
6th low	Securitas Security Services USA	\$ 1,321,277.38	17	
7th low	Chimera Resource Group	\$ 1,515,603.75	15	
8th low	Signal Security Services	\$ 1,780,360.90	12	



## CITY OF BATTLE CREEK

### ADDENDUM # 1

RFP#: 2024-064R

TITLE: Security Guard Services

ADDENDUM ISSUED: March 15, 2024

**CLARIFY** that the hourly rate on the Price Page, Section 6.0, is **PER GUARD**.

**NOTICE ABOUT PRICES:** do not modify the Price Page, Section 6.0. Pricing must be on the terms/dates as we specified so that it's on our fiscal year, with an hourly rate provided per guard, per location.

There is no time and a half or double time, so be sure to account for any holiday/weekend/evening incentives that your company provides employees in your overall ALL-INCLUSIVE hourly rate.

Hourly rates may be different for the City Hall location vs. the ramps. EMAIL [clhuff@battlecreekmi.gov](mailto:clhuff@battlecreekmi.gov) if this is not clear.

**The following questions have been asked, and answers follow.**

**When is the pre-bid?** There is no pre-bid.

**For the patrol rounds will a security vehicle be required (for the ramps)?** No, this is foot patrol.

**In no vehicle is required (for the ramps), is there shelter for the officers?** Expect to be working outside in all conditions. The ramps are sheltered by nature, with the exception of the top floor.

**Are there restrooms available?** There is a locked bathroom at the Michigan Ave Garage that guards for the ramps will have access to. City Hall guards will have access to City Hall restrooms.

**This addendum must be acknowledged on the Offer and Acceptance or Offer to Contract page of your proposal or your proposal may be deemed non-responsive.**



Resolution

NO. 424

A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Rehabilitation Program project from Rieth-Riley Construction Co. Inc., in an estimated amount of \$747,315.94 with unit prices prevailing.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the lowest responsive, responsible bid for 2024 Rehabilitation Program project is accepted from Rieth-Riley Construction Co. Inc., in an estimated amount of \$747,315.94 with unit prices prevailing. The City Manager is authorized to execute Contract No. 2024-053B, which will be paid from the following accounts:

403.22.4031.801.310 – Local Streets Capital Projects

580.20.5384.971.020 – Airport Capital Projects

The City Manager or her designee is also authorized to approve change orders for up to 10% in aggregate for City-initiated and pre-approved changes for unforeseen field conditions that are not itemized in the contract.

---

Battle Creek City Commission

4/16/2024

**Action Summary**

**Staff Member:** Chris Huff, Purchasing Agent

**Department:** Purchasing

**SUMMARY**

A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Rehabilitation Program project from Rieth-Riley Construction Co. Inc., in an estimated amount of \$747,315.94 with unit prices prevailing.

**BUDGETARY CONSIDERATIONS**

## **HISTORY, BACKGROUND and DISCUSSION**

The solicitation was issued March 14, 2024, for the above-mentioned project. This project consists of roughly 80,305 syd of cold milling HMA, 7,030 tons of 4EL HMA on various local roads in the SW quadrant of the city, and also a small project at the Battle Creek Executive Airport, roughly 1060 syd cold milling HMA with 117 ton of 4EL HMA put back.

Copies of the IFB were provided to all contractors registered for this service in our vendor database and four construction plan houses. Construction companies and the trades subscribe to planhouses to be aware of all jobs being bid around the region. In addition, an advertisement was placed on the City's website and the Battle Creek Shopper. Bid responses were due on April 4, 2024, and were submitted via our secure online bid management system.

Bids were opened live via zoom at the due date/time. A bid tabulation is attached.

As always with construction work over \$50,000, this is a prevailing wage job and all contract protections are in place.

The bids were reviewed by Jarret Geering, City Engineer. A recommendation was made to accept the lowest, responsive, responsible bid from the above-mentioned company. I concur with the department's recommendation that contract award to this firm would be in the best interest of the City of Battle Creek.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

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#### ATTACHMENTS:

File Name	Description
❏ Geering_memo_rehab.pdf	Geering memo
❏ Draft_Contract.pdf	Draft contract
❏ 2024-053B_Local_Rehabilitation_Project_COMPLETE.pdf	Original IFB
❏ 2024-053B_Local_Rehab.pdf	Bid Tab
❏ STANDARD_CONTRACT_PROTECTIONS.docx	Standard contract protections



# CITY OF BATTLE CREEK

## DEPARTMENT OF PUBLIC WORKS

---

To: Christine Huff, Purchasing Agent

From: Jarret Geering, City Engineer

CC: Stephen Skalski, DPW Director;

Date: April 5<sup>th</sup>, 2024

Re: 2024 Rehab – Contract Number 2024-053B

**Brief Summary:** On April 4<sup>th</sup>, 2024 the Purchasing Division accepted bids from three companies for the 2024 Rehab project. The project includes improvements to the Chapel Hill Neighborhood as well as improvements to the access roads at the airport. A bid tabulation is attached indicating that Rieth Riley Construction Co. Inc was the low bidder.

Therefore, the Department of Public Works recommends that a resolution be drafted which awards a contract for the 2024 Rehab Project contract to Rieth Riley Construction Co. Inc.

Neighbors impacted by the construction have already received information about the project in the Fall/Winter edition of BC Works. The project has also been included in the 2024 planned construction activity on the Engineering Division's website. Prior to construction, a second postcard will be sent in early summer along with a letter approximately one week before construction starts. 48 hours prior to construction neighbors will received a door hanger.

**Budgetary Considerations:** This contract is in the amount of \$747,315.94 which would be paid from the following Business Units:

403.22.4031.801.310 – Local Streets Capital Projects

580.20.5384.971.020 – Airport Capital Projects

This work is part of our current Capital Improvement Plan and part of the Street Asset Management Plan. In addition to the agreed upon unit price prevailing contract price, a 10% contingency is recommended for approval to take into consideration unforeseen circumstances that may arise throughout construction.



**CONTRACT FORM**  
**CONTRACT NO. 2024-053B**

THIS AGREEMENT, made and entered into this 17th day of April, 2024, by and between **Rieth-Riley Construction Co., Inc.** hereinafter called the "Contractor" and the City of Battle Creek, hereinafter called the "Owner."

In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

**I. The Contractor promises and agrees** to complete roughly 80,305 syd of cold milling HMA, 7,030 tons of 4EL HMA on various local roads in the SW quadrant of the city. As well as a small project at the Battle Creek Executive Airport, roughly 1060 syd cold milling HMA with 117 ton of 4EL HMA put back.

A. To furnish all materials, construction water, equipment, tools, dewatering devices, skill and labor of every description necessary or reasonable incidental to carrying forth and completing in good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the true intent of the NOTICE TO BIDDERS, SPECIAL INSTRUCTIONS, GENERAL INSTRUCTIONS, INVITATION FOR BID, SPECIAL CONDITIONS, GENERAL CONDITIONS, AGREEMENT, BONDS, GENERAL SPECIFICATIONS, CONTRACTOR'S BID and Project Specifications, and other contract documents and addenda thereto, which are hereby made a part hereof as fully and to the same effect as though they had been set forth at length herein.

B. To commence work under this contract on or before a date to be specified by the owner in a written Notice to Proceed and complete the project by the date specified in the Invitation for Bid.

C. Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. The Contractor will be held responsible for having carefully examined all drawings and read all requirements of the specifications and all Contract Documents to avoid omissions or duplications and to insure a complete job.

D. The Contractor must be fully informed about conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this contract.

E. Any claim by the Contractor of an inability to meet any requirement set forth in the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time their Bid was submitted, and specific provision is made for such claim in the Agreement between Owner and Contractor (Bid and Agreement).

F. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

G. NON-DISCRIMINATION CLAUSE: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly

related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

**II. The Owner promises and agrees:**

A. To pay the Contractor for said work when completed in accordance with the provisions of these contract documents, and for the contract sum of:

**Seven hundred forty-seven thousand, three hundred fifteen dollars and 94/100 Dollars(\$747,315.94).** Payment for work is subject to additions provided therein and for the authorized work complete in place and accepted by the Owner or its authorized representatives.

III. It is further understood and agreed between the parties hereto as follows:

A. The said work is to be done in accordance with the laws of the State of Michigan to the entire satisfaction and approval of the Owner or its duly authorized representatives.

B. The decision of said Owner's authorized representative upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

C. If, at any time after the execution of the Agreement and the Bond for its faithful performance, the Owner shall deem the surety or sureties then upon said bond to be unsatisfactory or, if, for any reason said bond shall cease to be adequate security for the performance of the work, the Contractor shall, at their expense, within fifteen (15) calendar days after receipt of written notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

D. VENUE: Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

E. GOVERNING LAW: This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current

status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, the day and year first above written.

STATE OF MICHIGAN)  
                                  ) ss  
COUNTY OF CALHOUN)

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

CONTRACT FORM APPROVED BY:

\_\_\_\_\_  
City Attorney

SIGNED, SEALED, AND  
EXECUTED BY CONTRACTOR:

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov):**

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

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

SIGNED, SEALED, & EXECUTED  
BY CITY OF BATTLE CREEK

\_\_\_\_\_  
City Manager

## **PERFORMANCE BOND**

Let it be known that \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Battle Creek in the sum of \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$ \_\_\_\_\_) for the payment of which sum of money to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly as required by written contract.

WHEREAS, the Principal has entered into a certain written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the \_\_\_\_\_ complete, as described in the foregoing Bid and Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless said City of Battle Creek against any liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agreed that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### **PRINCIPAL ATTEST:**

\_\_\_\_\_  
Principal Business Name

\_\_\_\_\_  
Principal Secretary Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Secretary Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Witness of Principal

### **SURETY ATTEST:**

\_\_\_\_\_  
Surety Business Name

BY: \_\_\_\_\_  
Attorney-in-Fact Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Attorney-in-Fact Printed Name

\_\_\_\_\_  
City, State, Zip

## **LABOR AND MATERIALS BOND**

Let it be known that, that we, the undersigned, \_\_\_\_\_, hereinafter called the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter called the "Surety," are held and firmly bound unto the City of Battle Creek, hereinafter called the "Owner," for use of any and every person, co-partnership, association or corporation interested in sum of \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$ \_\_\_\_\_), to be paid to the said obligees or its or their assigns, to which payment be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our respective seals and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the above bounded \_\_\_\_\_, Principal, has entered into a contract with the City of Battle Creek.

Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS CONDITION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore may sue in assumption on this bond in the name of the Owner for their use prosecute the same to final judgment for such sum or sums as may be justly due to them, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, that any alterations that may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner or any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under the seal and day and year first above written.

ATTEST:

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Surety

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

Attorney-in-Fact

ATTEST

\_\_\_\_\_  
(SEAL)



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**CITY OF BATTLE CREEK, MICHIGAN  
NOTICE OF INVITATION FOR BIDS  
2024 Local Rehabilitation Project  
IFB # 2024-053B**

**IFB DUE DATE and TIME: April 4, 2024 at 2:00 pm local time **BIDS MUST BE SUBMITTED ELECTRONICALLY.****

**BID SUBMITTAL:** Bids must be submitted electronically as ONE PDF. **DO NOT EMAIL BIDS.** Submittal at: <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> then follow the link for Bids and Proposals Solicitations, which will take you to the VendorRegistry page. You may also email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for links. Click on the notice for this project, then click submit bid. You must be a registered vendor (quick and no charge) in order to submit a bid. You may withdraw your bid at any time before the due date/time. To withdraw your electronic bid, click "submit bid" again and you will see the link to withdraw. All bids will be publicly opened and read aloud via Zoom, details listed in IFB in VendorRegistry. Upload your bid and bonds TOGETHER as ONE PDF (not multiple uploads).

**PROJECT DESCRIPTION:** The City of Battle Creek will accept sealed bids for the 2024 Local Rehabilitation project. This project consists of, but is not limited to, roughly 80,305 syd of cold milling HMA, 7,030 tons of 4EL HMA on various local roads in the SW quadrant of the city. As well as a small project at the Battle Creek Executive Airport, roughly 1060 syd cold milling HMA with 117 ton of 4EL HMA put back.

<b>PRE-BID CONFERENCE:</b>  N/A	<b>PLANHOLDERS LIST:</b>  <a href="https://vrapp.vendorregistry.com/Vendor/Selection/Subscription/Selection?buyerSource=battle-creek-mi-vendor-registration">https://vrapp.vendorregistry.com/Vendor/Selection/Subscription/Selection?buyerSource=battle-creek-mi-vendor-registration</a>
	<b>FUNDING:</b> This project has NO federal or state funding. All project funding is provided by the City of Battle Creek.
<b>TECHNICAL QUESTIONS OR SITE VISITATION:</b>  Christian Allwardt 269-966-3343	<b>PREVAILING WAGES:</b> Required for this project. See attached wage rates at the end of this document. Contractor shall abide by all the requirements set forth in Section 208.09, PREVAILING WAGES ON CITY PROJECTS, of the City's Administrative Code.
<b>BID SUBMITTAL QUESTIONS:</b>  Email: <a href="mailto:Purchasing@battlecreekmi.gov">Purchasing@battlecreekmi.gov</a>	
	<b>IFB ISSUE DATE: March 14, 2024</b>
<b>BID VALID:</b> Bids may be withdrawn up to the time and date of the bid opening. After the bid opening, bids may not be withdrawn for a period of ninety 90 days thereafter. The City of Battle Creek reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.	<b>ADDENDA:</b> Each addendum will be on file in the Office of the Purchasing Agent. To the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a binding part of the contract.
<b>BID BOND:</b> Each bid must be accompanied by a standard form bid bond, made payable to the City of Battle Creek, in an amount of not less than five (5%) percent of the base bid submitted. Failure of any accepted bidder to enter into a contract for the work will cause forfeit of the bid security. We do not accept certified checks in lieu of bid bond.	<b>PERFORMANCE/LABOR/MATERIALS BONDS:</b> The accepted bidder will be required to furnish a satisfactory performance bond and labor/materials payment bond, each in an amount equal to 100% of the contract and insurance certificate upon forms acceptable to the City.

## NOTICE TO BIDDERS

### 1. BID SUBMISSION:

- A. Bids must be submitted in complete original form submitted through our secure online portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations or email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for links.
- B. Bids will be accepted via the method listed until the time and date specified herein, and immediately after will be publicly opened and read aloud electronically, and the link will be published with the solicitation, or you may email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for the online link if you want to attend. The prevailing clock shall be VendorRegistry.com.
- C. Late bids will not be accepted and the online system will automatically shut off at exactly the specified time.
- D. All bids submitted in response to this invitation shall become the property of the City and be a matter of public record available for review.

### 2. PREPARATION OF BIDS:

- A. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed by the bidder.
- B. The bid shall be legally signed on the OFFER TO CONTRACT page and the complete address of the bidder given thereon.
- C. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices

### 3. SIGNATURES: All bids, notifications, claims and statements must be signed by an individual authorized to bind the bidder.

- (a.) CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
- (b.) PARTNERSHIPS: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If all partners sign bid no authorization is needed.

### 4. REJECTION OR WITHDRAWAL: Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid nonresponsive and may result in bid rejection. The City reserves the right to reject any or all bids and to waive any informalities and minor irregularities defects in bids. Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date and time.

### 5. AWARD: The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. Unless otherwise specified in this IFB, the City reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the City. Any bidder who is in default to the City at the time of submittal of the bid shall have their bid rejected. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected.

In evaluating bids, the City of Battle Creek shall consider the qualifications of the bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the City may conduct such investigations as the City deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications and financial ability of the bidders to fulfill the contract.

### 6. CONTRACT: A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's IFB. Bids do not become contracts unless and until they are executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB addendum or amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

### 7. BID RESULTS: A bid tabulation will be posted on the City's website and will also be on file and available for review after contract award in the Purchasing Department.

### 8. CHANGES AND ADDENDA TO BID DOCUMENTS: Each change or addendum issued in relation to this bid document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be



mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent.

9. **SPECIFICATIONS:** Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the City's applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the City does reserve the right to specify a sole brand, with no brand substitutions allowed. The bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The City reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Contractors are strongly encouraged to not submit anything with their bid that is not specifically requested in this solicitation.
10. **DELIVERY:** Bids shall include all charges for mobilization, delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.
11. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
12. **CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.
13. **PURCHASE ORDER:** The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent as evidenced by a purchase order.
14. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:
  - A The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.
  - D. The bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, Kickbacks from Public Employees.
15. **DEFINITIONS:**

"CITY" - The City of Battle Creek.  
"CITY UNIT" - The department of the City that intends to use the resulting contract.  
"CONTRACTOR" - The bidder whose proposal is accepted by the City.

## SECTION I - SPECIAL INFORMATION FOR BIDDERS

### 1. General Contract Specification

All sections contained or referenced in this Invitation for Bid shall become a material part of the contract.

### 2. Order Of Precedence

The plans and specifications shall be considered to be one complete document and what is called for in one shall be considered as being called for in all. In the event that there is a conflict between the parts, the following order of precedence shall govern:

- Addenda to bidding documents
- The Contract Drawings
- The Contract Special Provisions
- The Contract Special Instructions
- The Contract Special Conditions
- The Contract Specifications

### 3. Registration Requirements for Contractors

All bidders, including General Contractors and Specialty Contractors, shall hold or obtain such Contractors or Business Licenses as required State and Local statutes.

### 4. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

### 5. Unit Price

When the Bid for the work is to be submitted on a unit price basis, unit price Bids will be accepted on all items of work set forth in the Bid, except those designated to be paid for as a lump sum. The estimated quantities of work to be done is tabulated in the Bid and although stated with as much accuracy as possible, are approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents. Unit prices will prevail in event of discrepancy and in bid tabulations.

### 6. Liquidated Damages

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Unless otherwise provided in the Special Conditions, the Contractor will pay to the City for the liquidated damages and not as penalty **one thousand dollars (\$1000.00)** for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any Contractor will pay the City for the liquidated damages herein before mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation or damages for nonperformance of this Contract at the time stipulated herein and provided for. The attention of bidders is directed to the provisions and the General Conditions of contract requiring the Contractor to pay for all excess cost of field engineering and inspection as therein defined.

### 7. Listing of Subcontractors

Failure to list subcontractors and major suppliers, where feasible, may be cause for rejection of the Bidder's Bid as non-responsive.

### 8. Non-collusion:

By signing the Offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any public officer of such City of Battle Creek, Michigan, whereby such affidavit or affiants or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affidavit or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

### 9. Contractor's Insurance

- a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of the insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from all operations under this Contract. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>		<u>Limits of Liability</u>
Workers' Compensation:		\$ 100,000 or statutory limit
Commercial General Liability:	Bodily Injury	\$1,000,000 each occurrence
(including XCU if appropriate)	Property Damage	\$1,000,000 each occurrence
	or Combined Single Limit	\$2,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage	\$ 500,000
	or Combined Single Limit	\$ 500,000

The City of Battle Creek shall be listed as an **additional insured on general liability coverage**, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, 10 N. Division, Suite 216, Battle Creek, MI 49014.

10. Vendor Evaluation: Experience with the City shall be taken into consideration when evaluating responsibility of the vendor.
11. Permits: Contractor shall secure all necessary permits to complete the work as described in this IFB. **These costs shall be included in the bid price.**
12. Bid Protest Procedure: Protests about the bid procedure must be in writing. This written protest must be received by the City of Battle Creek, located at 10 N. Division, Suite 216, Battle Creek, MI 49014. This written protest must be received by the City no later than ten (10) working days after notification to all bidders of the contract award decision. The City of Battle Creek must issue its written decision no more than ten (10) business days from the day the written protest was received.

If a protester thinks that the City of Battle Creek has not followed these protest procedures, the protester has ten (10) business days from the alleged infraction to file a subsequent protest with the City of Battle Creek City Manager or federal granting agency if applicable.
13. FEDERAL TERMS AND CONDITIONS

For federally funded projects, federal terms and conditions are hereby incorporated as a material part of this contract. In cases of conflict between terms in this agreement, the federal terms shall prevail.
14. OTHER FEDERAL COMPLIANCE: Contractor shall comply with Copeland Anti-kickback Act (18 U.S.C. 874); Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 USC 40 USC 3701-3708); Section 306 of the Clean Air Act (42 USC 7602, Air Pollution Prevention and Control); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
15. RECORD ACCESS: Contract shall grant access, if requested, by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor that are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions for federally funded projects.
16. RECORD RETENTION: Contractor shall retain all required records for three years after final payments and all other pending matters are closed.
17. CLEAN AIR ACT: Contractor shall comply with all applicable standards, orders, or requirements issued under Clean Air Act (42 U. S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. For federally funded contracts and subcontracts of amounts in excess of \$100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).
18. ENERGY EFFICIENCY: Contractor shall maintain mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors who bid for an award of \$100,000 or more for a federally funded project certify by signing the Offer to Contract that they have or will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
20. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s

12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

21. Contract Work Hours and Safety Standards Act: all federally funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
22. Davis-Bacon Act: as amended (40 U.S.C. 3141-3148: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination as included in this Invitation for Bid. Contractors shall pay wages not less than once a week. Contractor shall not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled.

## TERMS AND CONDITIONS

1. **ACCIDENT PREVENTION:** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of the contractor's fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and OSHA standards shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the city may determine to be reasonably necessary.
2. **CONFLICTS AND OMISSIONS:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. The City's decision shall be final.
3. **WORKING CONDITIONS:** The contractor shall conduct all work in accordance with all regulations governing the City Unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of the City Unit. Materials, tools, etc., shall be confined so as not to unduly encumber the premises.
4. **PRIOR EXAMINATION:** Contractor shall be familiar with local conditions affecting the job prior to submitting the bid. Contractor shall take their own measurements and be responsible for the correctness of same. Contractor shall be held to have made such examinations and no allowances will be made in their behalf by reason of error or omission on their part. If any part of the Contractor's work depends for proper results upon existing work or the work of another contractor, the Contractor, before commencing work, shall notify the Director in writing of any defects that will affect the results.
5. **OTHER CONTRACTS:** The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate their work with the work of such other contractors. The City shall not be liable for any damages or increased costs occasioned by the failure of other contractors or sub-contractors to execute their work as may be anticipated by these documents.
6. **INSPECTION:** Contractor shall at all times permit and facilitate inspection of the work by the City.
7. **CHANGES:** Contractor shall make changes in the contracted work only as ordered in writing by the City. The actual work performed under this contract may be increased 50% or decreased 25% from the approximate quantities set forth in the Schedule included herein. Work will be performed only based on written authorization from the City. The City reserves the right to include other similar projects in this contract over and above those mentioned in said tabulations within these limitations. If extra work orders are given in accordance with the provisions of this contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.
8. **GUARANTEE:** Contractor guarantees to remedy any defects due to faulty materials or workmanship, which appear in the work within one year from the date of final acceptance by the City.
9. **PROTECTION:** Contractor shall properly protect all new and existing structures from damage. Contractor shall comply with all safety rules and regulations as published by the Michigan Dept. of Labor, Bureau of Safety and Regulations.
10. **CLEAN-UP:** Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their waste, tools, equipment, staging and surplus materials from the structure and grounds used by the contractor and leave work clean and ready for use.
11. **SAFETY RULES:** Contractor shall perform all work under this contract in conformance with the State of Michigan general safety rules and regulations for the construction industry, as set out or authorized by the Michigan Occupational Safety and Health Act, Public Act 154 of 1974, as amended.
12. **CANCELLATION:**

This agreement may be terminated for reasons of convenience or default.

  - a) Termination for Convenience: The City of Battle Creek may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly

submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to or paid for by the City of Battle Creek, the Contractor will account for same, and dispose of it in the manner the City of Battle Creek directs.

- b) **Termination For Cause or Breach:** If the Contractor does not deliver the complete Project in accordance with this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, The City of Battle Creek may terminate, revoke or rescind this Agreement for default. Termination, revocation or rescission shall be effected by serving notice on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for the portions of the Project furnished, accepted, and found in compliance with the terms and conditions of this Agreement.

If it is later determined by the City of Battle Creek that the Contractor has an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of, or are beyond the control of the Contractor. The City of Battle Creek, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Termination, revocation or recession of this Agreement for default shall not affect or impair any rights or claims of the City of Battle Creek to damages for breach of any covenants of this Agreement by the Contractor. Further, should the Contractor fail to comply with the conditions of the Agreement or fail to complete the specified work or furnish the specified services as stipulated in the Agreement, the City of Battle Creek reserves the right to purchase on the open market, or to complete the required work at the expense of the Contractor and to pursue all other recoveries available to the City of Battle Creek under Michigan law.

- 13. SUBCONTRACTORS:** Bidders shall submit with the Bid any and all subcontractors to be associated with their bid, including the type of work to be performed. All subcontractors shall be bound by all of the terms, conditions and requirements of the bid/contract; however, the prime contractor shall be responsible for the performance of the total work requirements. Contractor must provide copies of licenses for subcontractors. No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and he will be held responsible for their work, which shall be subject to the provisions of the contract.

- The Contractor shall notify the Owner in writing of the names of all subcontractors he proposes to employ on the contract and shall not employ any subcontractors until the Owner's approval has been obtained.
- The Contractor agrees to be fully and directly responsible to the Owner for all acts and omissions of their subcontractors and of any other person employed directly or indirectly by the Contractor or subcontractors, and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- Nothing contained in this Contract Documents shall create any contractual relationship between any subcontractor and the Owner. It shall be further understood that the Owner will have no direct relations with any subcontractor. Any such necessary relations between Owner and subcontractor shall be handled by the Contractor.
- The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor, etc.) by all terms of the Contract Documents as far as applicable to the subcontractors' work unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

- 14. EMPLOYEES AND SUPERINTENDENCE:** Contractor shall enforce good order among their employees and shall not employ on the work site any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to them. Contractor, or a competent person having authority to act for them, shall be at the work site at all times.

- 15. ASSIGNMENT OF CONTRACT:** The Contract may not be assigned in whole or in part except upon the written consent of the Owner. Any assignment agreement shall be subject to review and approval by the Owner.

- 16. DEBARMENT & SUSPENSION:** Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth in 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by

agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**17. DISPUTES**

Except as otherwise provided in the Contract, any dispute concerning a questions of fact arising under the Contract that is not disposed of by agreement shall be decided by the City of Battle Creek's City Engineer who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the City Engineer shall be final, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute there under, the Contractor shall proceed diligently with the performance of the Contract and in accordance with City Engineer's decision.

This clause does not preclude consideration of law questions in connection with decision provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on a question of law.

**18. SUPPLEMENTAL SCHEDULE OF UNIT PRICES FOR CONSTRUCTION CHANGES**

Where the Proposal Form requires a lump sum bid for a particular item (or items) and further requires bidder to submit a supplemental schedule of Unit Prices for possible construction changes in such item(s), the Owner may if it considers such Unit Prices reasonable include these prices in the Construction Contract. If the Owner considers such Unit Prices as unreasonable he may omit same from the Construction Contract.

Rejection at any time of such Unit Prices for Construction Changes as stated in the Proposal shall not otherwise affect the balance of the Proposal or Construction Contract.

2024-053B LOCAL REHABILITATION					
Item Code	Item Description	Quantity	Unit	Unit Price	Extended Total
1100001	Mobilization, Max 10%	1	LSUM		
4030004	Dr Structure cover, Adj, Case 1, Modified	10	Ea		
4030010	Dr Structure Cover, Type B	5	Ea		
4030065	Dr Structure Cover, Type Q	5	Ea		
5010002	Cold Milling HMA Surface	80,305	Syd		
5010002	Cold Milling HMA Surface (Airport)	1,060	SYD		
5012024	HMA, 4EL	7,030	Ton		
5012024	HMA, 4EL (Airport)	117	Ton		
8070095	Post, Mailbox	5	Ea		
8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	280	Ft		
8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	50	Ft		
8127051	_Irrigation Repair, Allowance, Max \$1000	1	LSUM		
8127051	_Traffic Maintenance and Control, Special	1	LSUM		
8167011	_Turf Establishment, Special, Hydroseed	4,480	Syd		
8167011	Gate Box, Adj, Case 1	5	Ea		
TOTAL BID					

Acknowledgement of addenda: \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_



## SECTION II – OFFER TO CONTRACT

DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

To: The City of Battle Creek, Michigan

The undersigned, as Bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; that they have carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda issued thereto; and Contractor proposes and agrees if this bid is accepted that they will contract with the City of Battle Creek, Michigan, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Battle Creek, Michigan, as therein set forth and to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that they will take in full payment therefore the sums set forth BELOW;

A bid must be made on each item with no qualifying statement(s). Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents. All specific cash allowances are included in the prices set forth below and have been computed in accordance with the Contract Documents.

**BID CONDITIONS**

It is expressly understood and agreed that the total base bid as reflected on the attached Bidding Schedule is the basis for establishing the amount of the bid security on this bid and that this total base bid is not to be construed a Lump Sum Bid. It is further understood that quantities in the Bidding Schedule for unit price items are approximate only, and that payment of a contract will be made only on the actual quantities or work completed in place, measured on the basis defined in the General Provisions, Contract Specifications or other Contract Documents.

The undersigned has carefully checked the attached Bidding Schedule against the Contract Drawings and Specifications and other Contract Documents before preparing this Bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings, Specifications and other Contract Documents.

**BID SECURITY**

Accompanying this bid is a \_\_\_\_\_ in the amount of five percent (5%) or \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The total amount of bid security is based on the total base bid of this Bid.

**COMPLETION**

If awarded a contract under this Bid, the undersigned agrees to start work at the site July 1, 2024. The undersigned further agrees to complete the project by November 15, 2024.

**LIQUIDATED DAMAGES**

Liquidated damages of \$1,000.00 per calendar day will be assessed for failure to meet any deadline, as noted in the Project Specifications.

**BIDDER'S SIGNATURE:** Complete the applicable paragraph below.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

**(a) Corporation**

The bidder is a corporation organized and existing under the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_, and the full names of its officers are as follows:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

**(b) Co-Partnership**

The bidder is a co-partnership consisting of individual partners whose full names are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(c) Individual**

The bidder is an individual whose full name is \_\_\_\_\_ and, if operating under a trade name, said trade name is \_\_\_\_\_.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

**THIS BID OFFERED BY:**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

(SEAL)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

County of \_\_\_\_\_

Commission Expires: \_\_\_\_\_

### **SECTION III - CONTRACTOR'S BID FORMS**

THESE FORMS MUST BE RETURNED WITH THE BID

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CONTRACTOR'S BID BOND

CORPORATION CERTIFICATE

SUBCONTRACTOR AND DBE FORM

STATEMENT OF EXPERIENCE OF BIDDERS

## CONTRACTOR'S BID BOND

We, \_\_\_\_\_, (hereinafter called the "Principal"), and \_\_\_\_\_, (hereinafter called the "Principal"), and \_\_\_\_\_ hereinafter called the "Surety", a corporation chartered and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_ and authorized to do business in the State of Michigan, are held and firmly bound unto the City of Battle Creek (hereinafter called the "Owner"), in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment shall be made, the Principal and Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to complete this contract.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Bid and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract performance bond payable to the Owner, and in an amount of One Hundred Percent (100%) of the total contract price in the form and with security satisfactory to said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

The Principal and Surety duly sign and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
(Seal)

Countersigned: \_\_\_\_\_

**CERTIFICATE TO BE EXECUTED**

**IF**

**CONTRACTOR IS A CORPORATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor hereinabove; that \_\_\_\_\_ who signed the foregoing Agreement on behalf of the Contractor was then the \_\_\_\_\_ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_

(Corporate Seal)

**SUBCONTRACTOR AND DBE FORM – submit with bid**

**I. YOUR FIRM’S BACKGROUND:**

Is your firm an MBE (at least 51% minority ownership)? \_\_\_\_ YES \_\_\_\_ NO

Is your firm a WBE (at least 51% woman ownership)? \_\_\_\_ YES \_\_\_\_ NO

Are you subcontracting any part of this project? \_\_\_\_ YES \_\_\_\_ NO

**II. SUBCONTRACTING INFORMATION:** If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
			Y / N	Y / N	

**STATEMENT OF EXPERIENCE OF BIDDER**

The Bidder shall state below the work of similar magnitude or character that they have done, and shall give references that will enable the City of Battle Creek to judge their experience, skill and business standing and of their ability to conduct the work as completely and as rapidly as required under the terms of this contract.

***PROJECT AND LOCATION***

***REFERENCES (include name and email)***


## **SECTION IV - CONTRACTOR'S CONTRACT FORMS**

THESE FORMS WILL BE REQUIRED FOR AWARD

CONTRACT FORM

PERFORMANCE BOND

LABOR AND MATERIAL BOND



**CONTRACT FORM**  
**CONTRACT NO. 2024-053B**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_ hereinafter called the "Contractor" and the City of Battle Creek, hereinafter called the "Owner."

In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

**I. The Contractor promises and agrees**, to complete roughly 80,305 syd of cold milling HMA, 7,030 tons of 4EL HMA on various local roads in the SW quadrant of the city. As well as a small project at the Battle Creek Executive Airport, roughly 1060 syd cold milling HMA with 117 ton of 4EL HMA put back.

A. To furnish all materials, construction water, equipment, tools, dewatering devices, skill and labor of every description necessary or reasonable incidental to carrying forth and completing in good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the true intent of the NOTICE TO BIDDERS, SPECIAL INSTRUCTIONS, GENERAL INSTRUCTIONS, INVITATION FOR BID, SPECIAL CONDITIONS, GENERAL CONDITIONS, AGREEMENT, BONDS, GENERAL SPECIFICATIONS, CONTRACTOR'S BID and Project Specifications, and other contract documents and addenda thereto, which are hereby made a part hereof as fully and to the same effect as though they had been set forth at length herein.

B. To commence work under this contract on or before a date to be specified by the owner in a written Notice to Proceed and complete the project by the date specified in the Invitation for Bid.

C. Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. The Contractor will be held responsible for having carefully examined all drawings and read all requirements of the specifications and all Contract Documents to avoid omissions or duplications and to insure a complete job.

D. The Contractor must be fully informed about conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this contract.

E. Any claim by the Contractor of an inability to meet any requirement set forth in the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time their Bid was submitted, and specific provision is made for such claim in the Agreement between Owner and Contractor (Bid and Agreement).

F. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

G. NON-DISCRIMINATION CLAUSE: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly

related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

**II. The Owner promises and agrees:**

A. To pay the Contractor for said work when completed in accordance with the provisions of these contract documents, and for the contract sum of:

\_\_\_\_\_ dollars (\$\_\_\_\_\_).

Payment for work is subject to additions provided therein and for the authorized work complete in place and accepted by the Owner or its authorized representatives.

III. It is further understood and agreed between the parties hereto as follows:

A. The said work is to be done in accordance with the laws of the State of Michigan to the entire satisfaction and approval of the Owner or its duly authorized representatives.

B. The decision of said Owner's authorized representative upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

C. If, at any time after the execution of the Agreement and the Bond for its faithful performance, the Owner shall deem the surety or sureties then upon said bond to be unsatisfactory or, if, for any reason said bond shall cease to be adequate security for the performance of the work, the Contractor shall, at their expense, within fifteen (15) calendar days after receipt of written notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

D. VENUE: Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

E. GOVERNING LAW: This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, the day and year first above written.

STATE OF MICHIGAN)  
                                  ) ss  
COUNTY OF CALHOUN)

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

CONTRACT FORM APPROVED BY:

\_\_\_\_\_  
City Attorney

SIGNED, SEALED, AND  
EXECUTED BY CONTRACTOR:

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov):**

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

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

SIGNED, SEALED, & EXECUTED  
BY CITY OF BATTLE CREEK

\_\_\_\_\_  
City Manager

## **PERFORMANCE BOND**

Let it be known that \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Battle Creek in the sum of \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$ \_\_\_\_\_) for the payment of which sum of money to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly as required by written contract.

WHEREAS, the Principal has entered into a certain written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the \_\_\_\_\_ complete, as described in the foregoing Bid and Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless said City of Battle Creek against any liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agreed that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### **PRINCIPAL ATTEST:**

\_\_\_\_\_  
Principal Business Name

\_\_\_\_\_  
Principal Secretary Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Secretary Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Witness of Principal

### **SURETY ATTEST:**

\_\_\_\_\_  
Surety Business Name

BY: \_\_\_\_\_  
Attorney-in-Fact Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Attorney-in-Fact Printed Name

\_\_\_\_\_  
City, State, Zip

## **LABOR AND MATERIALS BOND**

Let it be known that, that we, the undersigned, \_\_\_\_\_, hereinafter called the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter called the "Surety," are held and firmly bound unto the City of Battle Creek, hereinafter called the "Owner," for use of any and every person, co-partnership, association or corporation interested in sum of \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$ \_\_\_\_\_), to be paid to the said obligees or its or their assigns, to which payment be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our respective seals and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the above bounded \_\_\_\_\_, Principal, has entered into a contract with the City of Battle Creek.

Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS CONDITION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore may sue in assumption on this bond in the name of the Owner for their use prosecute the same to final judgment for such sum or sums as may be justly due to them, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, that any alterations that may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner or any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under the seal and day and year first above written.

ATTEST:

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

ATTEST

\_\_\_\_\_

BY: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

## SECTION V - SPECIAL CONDITIONS

1. Supplementary Definitions: The following additional definitions supplement the definitions are provided:

- (a) "Owner" or "City of Battle Creek" or "City" shall mean the City of Battle Creek, MI, acting through the City Commission or any other board official, or officials to which or whom the power belonging to the Commission shall, by virtue of any act or acts thereafter passed are held to appertain.
- (b) "Engineer" shall mean the City Engineer, or other persons designated by the City acting directly or through authorized agents.
- (c) "Contract Drawings" The drawings applicable to the work to be performed under this contract and that are referred to in this documents as the plans or as the contract drawings.

Whenever any word or expression defined in this paragraph, or pronoun used in its stead, occurs in these Contract Documents, it shall have, and is mutually understood to have, the meanings hereinafter given unless the context clearly indicates otherwise.

- (a) "Contract Documents" or "Contract Document" shall mean and include all those documents listed and included under the definition of "Contract Documents" in these General Conditions.
- (b) "Contract" or "Construction Contract" means and includes all of the Contract Documents, referred to in the General Conditions, covering the performance of the work and the furnishing of all labor, equipment, materials and other property required for the doing of the work, and covering the doing of all other things required by said Contract Document.
- (c) "Instructions to Bidders" shall mean and include both the Special Instructions to Bidders and the General Instructions to Bidders which are bound herewith.
- (d) "Conditions", "Contract Conditions" or "Conditions of Contract" shall mean both the Special Conditions of Contract and the General Conditions of Contract which are bound herewith.
- (e) "General Conditions" or "General Conditions of Contract" shall mean and include those "General Conditions" which are bound herewith.
- (f) "Owner" or "City of Battle Creek" or "City" shall mean the City of Battle Creek, Michigan, acting through the City Commission or any other board, official or officials to which or to whom the power belonging to the Commission shall by virtue of any act or acts thereafter passed are held to appertain.
- (g) "Specifications" or "Contract Specifications" shall mean and include all those "Contract Specifications" which are bound herewith, and which are listed, mentioned or referred to in the Special Conditions of Contract in the paragraph entitled "Contract Specifications", and include but are not limited to "Project Specifications" and "General Specifications".
- (h) "Contract Drawings" or "Plans" shall mean and include all drawings which have been prepared by or in behalf of the Owner, as a basis for proposals, when duly made a part of this Contract by incorporation or reference; all drawings submitted in pursuance of the terms of this Contract by the successful bidder with their proposal and by the Contractor to the Owner if and when approved by the Engineer; and all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for in the Contract.
- (i) "Work" or "Project" shall mean and include the doing of all things required of the Contractor under the Contract Documents, including but not limited to the furnishing, construction and installation of all equipment, facilities and improvements therein mentioned, and the furnishing of all labor, materials, equipment, tools and other things necessary therefore, all as provided by the Contract Documents.

- (j) "Contractor" or "Construction Contractor" shall mean the party to whom the Contract for the work described in the Contract Documents has been awarded and who executes the Agreement for the doing of the work covered by the Contract.
- (k) "Subcontractor" shall mean a person, firm or corporation, other than the Contractor, supplying labor and materials, or labor only, at the site of the work.
- (l) "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer or by the Owner, limited to the particular duties entrusted to him or them.
- (m) "Date of Award" of Contract shall mean the date formal notice of such award, signed by the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown in their Proposal by some officer or agent of the Owner duly authorized to give such notice.
- (n) "Day" or "Days", unless herein otherwise expressly defined, shall mean working day or days.
- (o) "Where "as shown", "as indicated", and "as detailed", or words of similar import are used, it shall be understood that reference to the Contract Documents which are a part of the Contract Documents is made unless stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Engineer is intended unless stated otherwise. "Provide" shall be understood to mean "provide complete in place", that is, "furnish and install".
- (p) Equipment supplier means the manufacturer who fabricates and/or assembly units to make up a complete equipment item. It does not mean a subcontractor who purchases an item of equipment from a manufacturer.

## 2. Contract Documents Defined

A Contract Document consists of and includes the following:

A. Volume

- (a) Invitation For Bids
- (b) Special Instructions to Bidders
- (c) Proposal
- (d) Special Conditions of Contract
- (e) Agreement
- (f) Contract Specifications including all documents, and papers included in or referred to in the foregoing.
- (g) The Bonds and Insurance Certificates and Policies.

B. Volume II Contract Drawings

C. Addenda Any and all Addenda to the foregoing.

## 3. Abbreviations Used

Wherever abbreviations are used in this Contract Document, each such abbreviation shall have the following listed meaning:

(a) Units of Measure

CY	Cubic Yard
Ft.	Feet
Lbs	Pounds
M	One Thousand
MFBM	One Thousand Feet Board Measure
C	Centigrade
F	Fahrenheit
HP	Horsepower
KVA	Kilovolt Ampere

BTU British Thermal Unit

(b) Types and Units

PVC	Polyvinyl Chloride
MJ	Mechanical Joint
B & S	Bell and Spigot
T & G	Tongue and Groove
SS	Single Strength
DS	Double Strength
VC	Vitrified Clay
RC	Reinforced Concrete
MH	Manhole
CB	Catchbasin
ES	Extra Strength

(c) Organizations and Publications

AASHTO	American Association of State Highway and Transportations Officers
ACI	American Concrete Institute
AGA	American Gas Association
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AMCA	Air Moving and Conditioning Association, Inc.
ASA	American Standards Association, Inc.
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWI	Architectural Woodwork Institute
CS	Commercial Standard - U.S. Department of Commerce
FSS	Federal Supply Service
FM	Factory Mutual Laboratories
IBR	Institute of Boiler and Radiator Maintenance
MDOT	MI Department of Transportation
MRDTI	Metal Roof Deck Technical Inst.
MSS	Manufacturers Standardization Society of The Valve and Fitting Industry
NBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NBFU	National Board of Fire Underwriters
NCPWB	National Certified Pipe Welding Bureau
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Assoc.
NLMA	National Lumber Manufacturers Association PCA Portland Cement Association
UL	Underwriters Laboratory
UBC	Uniform Building Code



## SECTION VI – PREVAILING WAGES

General Decision Number: MI20240001 02/23/2024

Superseded General Decision Number: MI20230001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx  
and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered   into on or after January 30,   2022, or the contract is   renewed or extended (e.g., an   option is exercised) on or   after January 30, 2022:         	. Executive Order 14026   generally applies to the   contract.   . The contractor must pay   all covered workers at   least \$17.20 per hour (or   the applicable wage rate   listed on this wage   determination, if it is   higher) for all hours   spent performing on the   contract in 2024. 
If the contract was awarded on   or between January 1, 2015 and   January 29, 2022, and the   contract is not renewed or   extended on or after January   30, 2022:         	. Executive Order 13658   generally applies to the   contract.   . The contractor must pay all   covered workers at least   \$12.90 per hour (or the   applicable wage rate listed   on this wage determination,   if it is higher) for all   hours spent performing on   that contract in 2024. 

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024

CARP0004-004 06/01/2019  
REMAINDER OF STATE

	Rates	Fringes
CARPENTER ( Piledriver).....	\$ 27.62	20.59

CARP0004-005 06/01/2018  
LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland,  
Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR  
AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 30.50	27.28

ELEC0017-005 06/01/2023  
STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 29.24	7.20+32%
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers.	\$ 52.02	7.20+32%
Journeyman Specialist.....	\$ 53.83	32%+7.20
Operator A.....	\$ 37.13	7.20+32%
Operator B.....	\$ 34.67	7.20+32%

#### Classifications

Journeyman Specialist: Refers to a crew of only one person  
working alone.

Operator A: Shall be proficient in operating all power  
equipment including: Backhoe,  
Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the  
above mentioned pieces of  
equipment listed under Operator A.

ENGI0324-003 06/01/2023  
ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON,  
CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO,  
ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB,  
MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO,  
PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC,  
SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 53.02	25.25
GROUP 2.....	\$ 54.02	25.25
GROUP 3.....	\$ 51.52	25.25
GROUP 4.....	\$ 52.52	25.25
GROUP 5.....	\$ 50.02	25.25
GROUP 6.....	\$ 51.02	25.25
GROUP 7.....	\$ 49.75	25.25
GROUP 8.....	\$ 50.75	25.25
GROUP 9.....	\$ 49.30	25.25
GROUP 10.....	\$ 50.30	25.25
GROUP 11.....	\$ 48.57	25.25
GROUP 12.....	\$ 49.57	25.25
GROUP 13.....	\$ 48.21	25.25
GROUP 14.....	\$ 49.21	25.25

GROUP 15.....	\$ 47.57	25.25
GROUP 16.....	\$ 44.37	25.25
GROUP 17.....	\$ 28.89	12.40
GROUP 18.....	\$ 33.38	25.25

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July,  
Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib  
400' or longer  
GROUP 2: Engineer when operating combination of boom and jib  
400' or longer on a crane that requires an oiler  
GROUP 3: Engineer when operating combination of boom and jib  
300' or longer  
GROUP 4: Engineer when operating combination of boom and jib  
300' or longer on a crane that requires an oiler  
GROUP 5: Engineer when operating combination of boom and jib  
220' or longer  
GROUP 6: Engineer when operating combination of boom and jib  
220' or longer on a crane that requires an oiler  
GROUP 7: Engineer when operating combination of boom and jib  
140' or longer  
GROUP 8: Engineer when operating combination of boom and jib  
140' or longer on a crane that requires an oiler  
GROUP 9: Tower crane & derrick operator (where operator's  
work station is 50 ft. or more above first sub-level)  
GROUP 10: Tower crane & derrick operator (where operator's  
work station is 50 ft. or more above first sub-level) on a  
crane that requires an oiler  
GROUP 11: Engineer when operating combination of boom and jib  
120' or longer  
GROUP 12: Engineer when operating combination of boom and jib  
120' or longer on a crane that requires an oiler  
GROUP 13: Crane operator; job mechanic and 3 drum hoist and  
excavator  
GROUP 14: Crane operator on a crane that requires an oiler  
GROUP 15: Hoisting operator; 2 drum hoist and rubber tired  
backhoe  
GROUP 16: Forklift and 1 drum hoist  
GROUP 17: Compressor or welder operator  
GROUP 18: Oiler

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ENGI0324-004 06/01/2023

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON,  
HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON,  
MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA,  
ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE,  
KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1.....	\$ 53.02	25.25
GROUP 2.....	\$ 49.75	25.25

GROUP 3.....	\$ 48.21	25.25
GROUP 4.....	\$ 44.37	25.25
GROUP 5.....	\$ 28.89	12.40
GROUP 6.....	\$ 33.38	25.25
AREA 2		
GROUP 1.....	\$ 53.02	25.25
GROUP 2.....	\$ 49.75	24.25
GROUP 3.....	\$ 48.21	25.25
GROUP 4.....	\$ 44.37	25.25
GROUP 5.....	\$ 28.89	12.40
GROUP 6.....	\$ 33.38	25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

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ENGI0324-005 09/01/2023

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

Rates                      Fringes

OPERATOR: Power Equipment  
(Underground construction  
(including sewer))

AREA 1:		
GROUP 1.....	\$ 41.08	25.25
GROUP 2.....	\$ 36.25	25.25
GROUP 3.....	\$ 35.52	25.25
GROUP 4.....	\$ 34.95	25.25
GROUP 5.....	\$ 25.35	12.10

AREA 2:

GROUP 1.....	\$ 39.27	25.25
GROUP 2.....	\$ 34.38	25.25
GROUP 3.....	\$ 33.88	25.25
GROUP 4.....	\$ 33.60	25.25
GROUP 5.....	\$ 25.35	12.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon

drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine;

Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt);

Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

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\* ENGI0324-006 06/01/2023

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON,

CITY OF BATTLE CREEK PURCHASING  
INVITATION FOR BID NO. 2024-053B

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OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON,  
SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT,  
SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators: (AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 40.46	25.25
GROUP 2.....	\$ 37.73	25.25
GROUP 3.....	\$ 33.17	25.55
GROUP 4.....	\$ 33.00	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt paver (self-propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete)).

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm);

GROUP 3: Boiler fire tender; Tractor operator (farm type with attachment); Concrete Breaker; Wagon Drill Operator;

GROUP 4: Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Boom or winch hoist truck operator; Endloader operator \*under 1 yd. capacity); Roller Operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump; Skid Steer.

ENGI0324-007 05/01/2023

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON,  
IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON  
AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 38.50	25.00
Crane operator, main boom & jib 120' or longer.....	\$ 44.97	25.00
Crane operator, main boom & jib 140' or longer.....	\$ 44.17	24.60
Crane operator, main boom & jib 220' or longer.....	\$ 45.27	25.00
Mechanic with truck and tools.....	\$ 44.10	25.00
Oiler and fireman.....	\$ 39.96	25.00
Regular operator.....	\$ 42.32	25.00

\* ENGI0324-008 10/01/2023

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY,  
BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,  
MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE,  
MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,  
OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.  
CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,  
VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 37.37	15.44
GROUP 2.....	\$ 35.33	15.44

#### SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system,  
including remote in-ground cutter and other equipment used  
in connection with the CCTV system  
GROUP 2: Operation of hot water heaters and circulation  
systems, water jetters and vacuum and mechanical debris  
removal systems

ENGI0325-012 05/01/2023

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 36.18	25.25
GROUP 2.....	\$ 33.45	25.25

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

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IRON0008-007 06/01/2022

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts		
\$10,000,000 or greater.....	\$ 38.14	28.70
General contracts less than \$10,000,000.....	\$ 38.14	28.70

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0025-002 06/01/2023

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE,		



MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:..\$ 24.59	25.43
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...\$ 25.81	26.43
IRONWORKER	
Ornamental and Structural...\$ 34.50	38.44
Reinforcing.....\$ 32.68	35.15

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IRON0055-005 07/01/2022

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....\$ 23.59		19.35
All other work.....\$ 33.00		27.20

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IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....\$ 31.75		22.84

\* LABO0005-006 10/01/2022

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....\$ 17.45		12.75
class b.....\$ 18.64		12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 16.45 **		12.75
class a.....\$ 17.64		12.90

Zone 10

Laborers - hazardous waste  
abatement: (ALGER, BARAGA,  
CHIPPEWA, DELTA, DICKINSON,  
GOGEVIC, HOUGHTON, IRON,  
KEWEENAW, LUCE, MACKINAC,  
MARQUETTE, MENOMINEE,

CITY OF BATTLE CREEK PURCHASING  
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ONTONAGON AND SCHOOLCRAFT  
COUNTIES - Zone 11)

Levels A, B or C.....\$ 25.18 12.90

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 22.58 12.90

Laborers - hazardous waste  
abatement: (ALLEGAN, BARRY,  
BERRIEN, BRANCH, CALHOUN,  
CASS, IONIA COUNTY (except  
the city of Portland);  
KALAMAZOO, KENT, LAKE,  
MANISTEE, MASON, MECOSTA,  
MONTCALM, MUSKEGON, NEWAYGO,  
OCEANA, OSCEOLA, OTTAWA, ST.  
JOSEPH AND VAN BUREN COUNTIES  
- Zone 9)

Levels A, B or C.....\$ 21.88 13.26

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 20.80 12.90

Laborers - hazardous waste  
abatement: (ARENAC, BAY,  
CLARE, GLADWIN, GRATIOT,  
HURON, ISABELLA, MIDLAND,  
OGEMAW, ROSCOMMON, SAGINAW  
AND TUSCOLA COUNTIES - Zone 8)

Levels A, B or C.....\$ 23.74 12.95

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 20.80 12.90

Laborers - hazardous waste  
abatement: (CLINTON, EATON  
AND INGHAM COUNTIES; IONIA  
COUNTY (City of Portland);  
LIVINGSTON COUNTY (west of  
Oak Grove Rd., including the  
City of Howell) - Zone 6)

Levels A, B or C.....\$ 26.33 12.95

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 24.64 12.90

Laborers - hazardous waste  
abatement: (GENESEE, LAPEER  
AND SHIAWASSEE COUNTIES -  
Zone 7)

Levels A, B or C.....\$ 24.20 13.80

Work performed in

conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 23.20	13.80
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEE COUNTIES - Zone 4)		
Levels A, B or C.....	\$ 27.13	14.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 24.17	12.90
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....	\$ 29.93	14.20
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 28.93	14.20
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)		
Levels A, B or C.....	\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 28.93	16.90
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)		
Levels A, B or C.....	\$ 31.75	14.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....	\$ 31.75	14.90
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2)		
Level A, B, C.....	\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring		

the use of personal protective equipment; Also, Level D.....\$ 28.93	16.90
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)	
Levels A, B or C.....\$ 26.21	16.62
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 24.75	16.35

LABO0259-001 09/01/2023

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES

AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,  
MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON,  
NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO,  
OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.  
JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN,  
WASHTENAW AND WEXFORD COUNTIES

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
AREA 1		
GROUP 1.....\$ 23.62		16.93
GROUP 2.....\$ 23.73		16.93
GROUP 3.....\$ 23.79		16.93
GROUP 4.....\$ 23.97		16.93
GROUP 5.....\$ 24.22		16.93
GROUP 6.....\$ 24.55		16.93
GROUP 7.....\$ 17.83		16.93
AREA 2		
GROUP 1.....\$ 27.57		16.93
GROUP 2.....\$ 25.24		16.93
GROUP 3.....\$ 25.34		16.93
GROUP 4.....\$ 29.57		16.93
GROUP 5.....\$ 25.76		16.93
GROUP 6.....\$ 26.07		16.93
GROUP 7.....\$ 25.57		16.93

SCOPE OF WORK: Tunnel, shaft and caisson work of every type  
and description and all operations incidental thereto,  
including, but not limited to, shafts and tunnels for  
sewers, water, subways, transportation, diversion,  
sewerage, caverns, shelters, aquifers, reservoirs, missile  
silos and steel sheeting for underground construction.

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog  
house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer  
GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)  
GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point  
GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)  
GROUP 6: Dynamite and powder  
GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0334-001 09/01/2022

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES:		
GROUP 1.....	\$ 23.47	16.72
GROUP 2.....	\$ 23.58	16.72
GROUP 3.....	\$ 23.63	16.72
GROUP 4.....	\$ 23.71	16.72
GROUP 5.....	\$ 24.17	16.72
GROUP 6.....	\$ 22.00	16.72
GROUP 7.....	\$ 17.84	16.72
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1.....	\$ 25.20	16.72
GROUP 2.....	\$ 24.91	16.72
GROUP 3.....	\$ 25.03	16.72
GROUP 4.....	\$ 25.10	16.72
GROUP 5.....	\$ 25.25	16.72
GROUP 6.....	\$ 22.55	16.72
GROUP 7.....	\$ 22.11	16.72
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1.....	\$ 23.39	16.72
GROUP 2.....	\$ 23.13	16.72
GROUP 3.....	\$ 23.25	16.72

GROUP 4.....	\$ 23.30	16.72
GROUP 5.....	\$ 23.44	16.72
GROUP 6.....	\$ 20.74	16.72
GROUP 7.....	\$ 22.23	16.72
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES:		
GROUP 1.....	\$ 22.42	16.72
GROUP 2.....	\$ 22.15	16.72
GROUP 3.....	\$ 22.26	16.72
GROUP 4.....	\$ 22.33	16.72
GROUP 5.....	\$ 22.45	16.72
GROUP 6.....	\$ 19.67	16.72
GROUP 7.....	\$ 22.30	16.72
ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:		
GROUP 1.....	\$ 22.24	16.72
GROUP 2.....	\$ 22.38	16.72
GROUP 3.....	\$ 22.51	16.72
GROUP 4.....	\$ 22.56	16.72
GROUP 5.....	\$ 22.64	16.72
GROUP 6.....	\$ 19.99	16.72
GROUP 7.....	\$ 22.45	16.72

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also

including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

#### OPEN CUT LABORER CLASSIFICATIONS

##### GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

##### GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LABO0465-001 06/01/2023

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

CITY OF BATTLE CREEK PURCHASING  
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AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC,  
HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE,  
ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 29.67	13.45
GROUP 2.....	\$ 29.88	13.45
GROUP 3.....	\$ 30.17	13.45
GROUP 4.....	\$ 30.61	13.45
GROUP 5.....	\$ 30.23	13.45
GROUP 6.....	\$ 30.66	13.45
LABORER (AREA 2)		
GROUP 1.....	\$ 26.92	12.90
GROUP 2.....	\$ 27.12	12.90
GROUP 3.....	\$ 27.36	12.90
GROUP 4.....	\$ 27.71	12.90
GROUP 5.....	\$ 27.58	12.90
GROUP 6.....	\$ 27.92	12.90
LABORER (AREA 3)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90
LABORER (AREA 4)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender (including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack



machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders;  
guard rail builders; highway and median barrier installer;  
earth retention barrier and wall and M.S.E. wall  
installer's (including sound, retaining and crash  
barriers); fence erector; bottom person; powder person;  
wagon drill and air track operator; diamond and core  
drills; grade checker; certified welders; curb and side  
rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt  
screed checker/screw man on asphalt paving machines.

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LAB01076-005 04/01/2023

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 25.17	13.32
Zone 2.....	\$ 24.22	13.45
Zone 3.....	\$ 21.60	13.45
Zone 4.....	\$ 20.97	13.43
Zone 5.....	\$ 21.00	13.40

DISTRIBUTION WORK - The construction, installation, treating  
and reconditioning of distribution pipelines transporting  
coal, oil, gas or other similar materials, vapors or  
liquids, including pipelines within private property  
boundaries, up to and including the meter settings on  
residential, commercial, industrial, institutional, private  
and public structures. All work covering pumping stations  
and tank farms not covered by the Building Trades  
Agreement. Other distribution lines with the exception of  
sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay  
rate.

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac,  
Shiawassee and St. Clair

Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic,  
Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette,  
Menominee, Ontonagon and Schoolcraft

Zone 5 - Remaining Counties in Michigan

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PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY  
(east of the eastern city limits of Howell, not including the  
city of Howell, north to the Genesee County line and south to  
the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW  
AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for  
spray work, also blowing off, \$0.80 per hour additional

(applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

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PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting.....	\$ 24.94	13.35

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PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

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PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

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PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

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PAIN1011-003 06/02/2022

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 24.66	14.99

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30 per hour additional.

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PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour additional. Work with any hazardous material: \$1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: \$1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: \$1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): \$1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: \$1.00 per hour additional, paid from the ground up.

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PAIN1803-003 06/01/2019

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER		
Work performed on water, bridges over water or		

moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants.....	\$ 25.39	14.68
All other work, including maintenance of industrial plant.....	\$ 25.39	14.68

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

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PLAS0514-001 06/01/2023

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 33.00	18.51
ZONE 2.....	\$ 31.50	18.51

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PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline: Welding in conjunction with gas distribution pipeline work.....	\$ 33.03	20.19
All other work:.....	\$ 24.19	12.28

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TEAM0007-004 06/01/2020

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,  
LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST.  
CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW  
AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys.....	\$ 28.05	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.80	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 27.90	.50 + a+b
AREA 2		
Euclids, double bottoms and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms and lowboys.....	\$ 28.15	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.90	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 28.00	.50 + a+b

Footnote:

a. \$470.70 per week

b. \$68.70 daily

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TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,  
LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST.  
CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

CITY OF BATTLE CREEK PURCHASING  
INVITATION FOR BID NO. 2024-053B

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AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND,  
WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375
AREA 2		
GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

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TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW  
AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04
AREA 2		
GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July,  
Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards  
capacity or over, pole trailers, semis and fuel trucks  
GROUP 3: Truck driver on low boy, Euclid and double bottom

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\* SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10 **	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 22.89	13.45
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 20.19	13.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES)		
Group 1.....	\$ 30.52	13.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)		
Group 2.....	\$ 27.47	13.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES)		
Group 1.....	\$ 26.92	13.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)		
Group 2.....	\$ 24.23	13.45

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted  
striper, grinder, blaster, groover, or thermoplastic melter  
for the placement or removal of temporary or permanent  
pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for  
the placement or removal of temporary or permanent pavement  
markings or markers not covered by the classification of  
Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or  
removal of temporary or permanent pavement markings or  
markers in a moving convoy operation not performed by the  
classification of Pavement Marker Group 1. A moving convoy  
operation is comprised of only Pavement Markers Group 1 and  
Line Protectors.

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$17.20) or 13658  
(\$12.90). Please see the Note at the top of the wage

determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.



#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: MI20240053 01/05/2024

Superseded General Decision Number: MI20230053

State: Michigan

Construction Type: Heavy

County: Calhoun County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"><li>• Executive Order 14026 generally applies to the contract.</li><li>• The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"><li>• Executive Order 13658 generally applies to the contract.</li><li>• The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

CARP0525-006 06/01/2023

## Rates

## Fringes

CITY OF BATTLE CREEK PURCHASING  
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CARPENTER, Includes Form Work....\$ 28.29 21.42

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ELEC0445-007 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 35.97	24.49

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ENGI0325-013 09/01/2023

POWER EQUIPMENT OPERATORS: Underground Construction (Including  
Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 39.27	25.25
GROUP 2.....	\$ 34.38	25.25
GROUP 3.....	\$ 33.88	25.25
GROUP 4.....	\$ 33.60	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer,  
Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8  
ft. digging capacity)  
GROUP 2: Trencher (8-ft digging capacity and smaller)  
GROUP 3: Boom Truck (non-swinging, non- powered type boom)  
GROUP 4:: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid  
Steer /Skid Loader

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ENGI0326-005 06/01/2023

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.53	25.25
GROUP 2.....	\$ 37.82	25.25
GROUP 3.....	\$ 37.82	25.25
GROUP 4.....	\$ 31.96	25.25

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of  
July, Labor Day, Thanksgiving Day and Christmas Day.

Swing Boom Truck Operator over 12 tons-\$.50 per hour

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/Excavator; Boring Machine; Bulldozer;  
Grader/Blade; Loader; Roller; Scraper; Tractor; Trencher  
GROUP 2: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over  
20' lift)  
GROUP 3: Boom truck (non-swinging)  
GROUP 4: Fork Truck (20' lift and under for masonry work)

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IRON0025-011 06/01/2023

	Rates	Fringes
IRONWORKER (REINFORCING).....	\$ 31.43	34.77
IRONWORKER (STRUCTURAL).....	\$ 34.85	38.44

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LABO0334-007 09/01/2022

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer,

CITY OF BATTLE CREEK PURCHASING  
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utilities, and improvements, including underground  
piping/conduit (including inspection, cleaning, restoration,  
and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 22.42	12.95
(2) Mason Tender- Cement/Concrete.....	\$ 22.55	12.95
(4) Grade Checker.....	\$ 22.73	12.55
(5) Pipelayer.....	\$ 22.85	12.95
(7) Landscaper.....	\$ 18.41	12.95

LABO0334-012 06/01/2023

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 25.97	8.60
GROUP 2.....	\$ 23.75	8.60

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel  
equipment operator, lawn sprinkler installer and skidsteer  
(or equivalent)  
GROUP 2: Landscape laborer: small power tool operator,  
material mover, truck driver and lawn sprinkler installer  
tender

LABO0355-010 06/01/2022

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Cement/Concrete.....	\$ 26.70	12.95
Pipelayer.....	\$ 20.34	12.85

PAIN0312-014 06/12/2014

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 21.75	11.94
Spray.....	\$ 22.75	11.94

PLAS0016-020 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.31	12.83

PLUM0333-007 06/01/2020

	Rates	Fringes
PLUMBER.....	\$ 38.79	23.08

TEAM0007-011 06/01/2023

	Rates	Fringes
TRUCK DRIVER		
Lowboy/Semi-Trailer Truck...	\$ 31.55	.75 + a+b
Tractor Haul Truck.....	\$ 31.30	.75 + a+b

FOOTNOTE:

a. \$470.70 per week.

b. \$68.70 daily.

-----  
SUMI2010-051 11/09/2010

	Rates	Fringes
OPERATOR: Crane.....	\$ 25.26	5.00
TRUCK DRIVER: Dump Truck.....	\$ 18.00	6.43
TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION"



## **SECTION VII - SPECIFICATIONS**

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## **PROJECT LOG 2024 Local Rehab**

### **PROJECT LOCATION**

This project is located in City of Battle Creek. The project includes the following:

Enlow Court: Chapel Hill Drive – End of Road  
Chapel Hill Drive: Riverside Drive – N. Chapel Hill Drive  
N. Chapel Hill Drive: Chapel Hill Drive – End of Road  
Timberlane Drive: Chapel Hill Drive – Morningside Drive  
Meadow Drive: Riverside Drive – Morningside Drive  
Doverdale Lane: Meadow Drive – Timberlane Drive  
Glencroft Lane: Timberlane Drive – End of Road  
Knollwood Drive: Morningside Drive – Morningside Drive  
Greenridge Road: Morningside Drive – Knollwood Drive  
Cambridge Drive: Greenridge Drive – Morningside Drive  
Morningside Drive: Riverside Drive – Timberlane Drive  
Wealthy Ave: W Minges Rd – Dead End  
Hickory Ln: W Minges Rd – Dead End

Road located at the Battle Creek Executive Airport

All work on this project must be in compliance with 2020 MDOT Standard Specifications for Construction or the special provisions included in this project proposal.

Before beginning any construction operation that will substantially affect area businesses adjacent to the project site (such as business driveway closures, mailbox relocation, etc.), the Contractor will attempt to notify those residents and businesses affected. Notification may be verbal or by door hangar notices. Each business or residence may require issuing notifications more than once. The City will provide preprinted door hangar material to carry the Contractor's message. The responsibility for filling out the door hangars and distributing them rests with the Contractor. Payment for this work is included in the payments for other items of work.

Any and all work done at the Battle Creek Executive Airport shall be coordinated with the Project Engineer and airport staff. The contractor is responsible to ensure all workers have the badging necessary to enter the worksite at the Battle Creek Executive Airport. Events and normal operations at the Battle Creek Executive Airport shall be considered when determining work dates and times at the airport.

### **PROJECT DESCRIPTION**

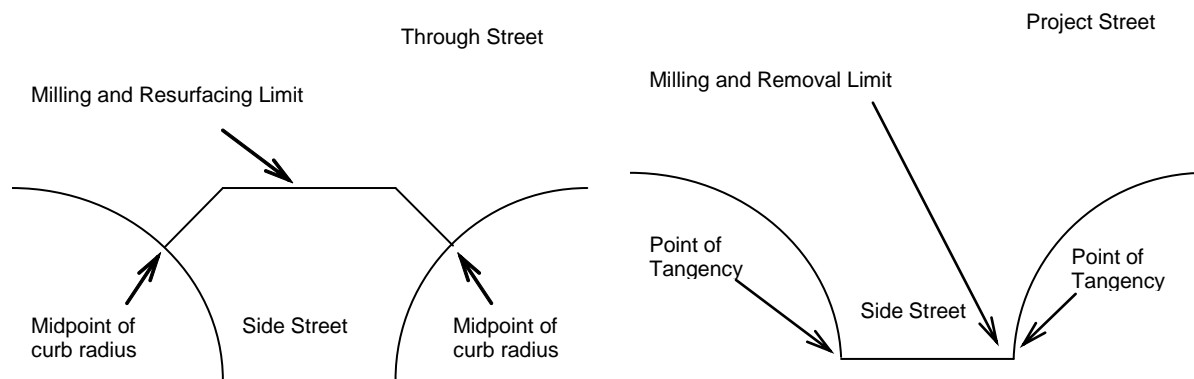
The project proposes to mill existing road surface 1.5 inches and resurface with 165 lbs/syd HMA, 4 EL with winged asphalt curb within the residential areas of Chapel Hill and Morningside neighborhoods. 1.5 inch mill existing asphalt surface of Wealthy Ave and Hickory Ln, with 165 lbs/syd HMA 4EL replacement.

The roadway at Battle Creek Executive Airport proposes to mill existing road surface 2 inches and resurface with 220 lbs/syd HMA 4EL.

## **PROJECT LOG**

The existing pavement shall be milled to a depth specified above. Intersecting roadways shall be milled back to the point of tangency to a depth of 1.5-inches.

All side streets milled and paved are to the radius midpoint or to the point of tangency of the cross street or as directed by the engineer. At various locations in these Specifications, the following sentence appears: "Pavement milling and or removal shall begin or end at the midpoints of all curb radii." This sentence means that, at those locations, the limits for milling shall be as thus:



**The exact limits of each side street will be determined in the field by the Engineer and will be marked with paint and discussed at the Preconstruction Meeting.**

Cleaning of pavement must be done immediately after cold milling and final cleaning of the street shall be done with a vacuum type street sweeper. All work operations for each street will be from 7 a.m. to 7 p.m Monday-Saturday, with proper traffic control in place. Payment for sweeping is included in payment for the Cold Milling HMA Surface item.

Unless otherwise specified, all asphalt joints at the construction limits will be butt joints. Butt joints will be used where herein specified or where directed by the Engineer in the field. Pavement removal for butt joints may be done by milling, saw-cutting, or other methods approved by the Engineer. Payment for creating butt joints is included in payment for the Cold Milling HMA Surface item.

Curb and gutter, sidewalk ramps, and sidewalk must be replaced where directed by the Engineer, any saw cutting, pavement removal and re-grading is included in removal items.

Proposed curb and gutter replacement, sidewalk replacement, and ADA ramp locations are shown in proposal.

Pavement marking shall be applied in accordance with the pavement marking schedule or drawing provided.

Drainage structure covers shall be adjusted at the discretion of the project engineer after completion of paving. Contractor and project engineer shall conduct field inspection to determine which covers to adjust. Drainage structure cover adjustments determined to be necessary from field inspection will be paid for as **Dr Structure Cover, Adj, Case 1, Modified** per MDOT 2020 Standard Specifications for Construction.

**PROGRESS CLAUSE:** Start work on **July 1st, 2024**. This will be the date designated as the starting date in the Detailed Progress Schedule. In no case, shall any work be commenced prior to receipt of formal notice of award by the department.

The completion date without acceptance for this project is **October 15th, 2024**. The completion of pavement markings must be no later than **October 15th, 2024**.

The Project must be completed in its entirety including final site restoration and clean up on or before **November 15<sup>th</sup>, 2024**.

**(Milling and paving must be completed between the hours of 7:00 p.m. and 7:00 a.m.)**

Workdays are defined by Section 108.06 of the Michigan Department of Transportation 2020 Standard specifications for Construction.

The approved low bidder(s) for the work covered by this proposal will be required to participate in a pre-construction meeting with local agency owner and/or department representatives to work out a Detailed Progress Schedule. The schedule for this meeting will be set within one week after the approved low bidder is determined.

The City of Battle Creek will arrange the time and place for the meeting.

The Progress Schedule must include, as a minimum, the controlling work items for the completion of the project and the planned dates (or work day for a work day project) that these work items will be controlling operations. When specified in the bidding proposal, the open to traffic date, as well as the final project completion date must be included in the Detailed Progress Schedule.

If the bidding proposal specifies other controlling dates, these must also be included in the Progress Schedule.

MLW  
02/13/2024

March 2018

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR  
**ELECTRONIC DOCUMENTS**

CEF/COBC

1 of 1

03-2018

**a. Description.** This project will utilize electronic distribution of plans and specifications. In order to distribute information about the project and any addendums, the bidder is required to contact the City of Battle Creek's Office of the Purchasing Agent to be added to the official bidder list at 269.966.3390.

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR

**Digitally Encrypted Electronic Signatures**

ESC/COBC

1 of 1

rev: 01-18-2024

**DESCRIPTION**

All documents that require Contractor or subcontractor signatures or signed authorizations by the Contractor or subcontractor must be signed using a digitally encrypted electronic signature. All documents must be signed using the approved MDOT digital signature tool: OneSpan. Instructions on how to use MDOT's digitally encrypted electronic signature can be obtained at the following website. The website also provides support for users.

<http://www.michigan.gov/MDOT-esign>

Failure to submit documents utilizing the digitally encrypted electronic signature process will result in the documents being rejected by the Engineer and returned to the Contractor. No payment will be made for any affected work items until all required documents are received with validated digitally encrypted electronic signatures.



August, 2006

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR  
**LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

KRT/COBC

1 of 1

08-2006

**a. Description.** Before every construction operation that will substantially affect area residents and businesses adjacent to the project site, (such as driveway closures, mailbox relocation, etc.) the contractor will notify those residents and businesses affected.

Notification will be by door hanger notices. The City will provide preprinted door hanger material to carry the Contractor's message. The responsibility for filling out the door hangers and distributing them will be the Contractor's. Payment for this work will not be paid for separately, but payment will be considered as having been included in the contract unit prices bid for other contract items.

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR  
**MDOT SPECIFICATIONS**

CEF/COBC

1 of 1

12/2019

**a. Description.** All work completed within The City of Battle Creek must be done in accordance with the *2020 Standard Specifications for Construction* of the Michigan Department of Transportation and the following Special Provisions and Supplemental Specifications as included herein. The *2020 Standard Specifications for Construction* of the Michigan Department of Transportation will govern all technical specifications of this contract.

Project scope may include work on State Trunkline.

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT  
NOTICE TO BIDDERS  
FOR  
**STORMWATER REQUIREMENTS**

TJM/COBC

1 of 2

02-2020

**a. Description.** The City of Battle Creek has a storm sewer system that is separate from its sanitary system. Storm water from the city's system drains directly to local waterways without typically being cleaned. The City of Battle Creek is subject to the requirements of the Phase II Storm Water Regulations (the "Phase II Regulations"), 33 USC 1251, et seq., published by the United States Environmental Protection Agency ("EPA") in the Federal Register on December 8, 1999. One of the requirements is to ensure that contractors performing work for the city be trained in illicit discharges and pollution prevention and good housekeeping. The following are the items each employee performing work for the City of Battle Creek must be trained on by his/her employer prior to work commencing.

**b. General Requirements**

- Block or add best management practices to storm drains in all construction or project areas prior to any work commencing.
- A Soil Erosion and Sedimentation Control (SESC) permit is required for all sites within 500 feet of a lake, stream, or county drain; or if a site disturbs more than one acre of land. Any sedimentation and erosion control practices shall be well defined and all expectations should be clarified in all projects.
- Clean or rinse all equipment in areas with a secure rinse pad or where wash water will not run off into storm drains or surface waters.
- Inspect equipment daily and repair any leaks. Use drip pans or absorbent materials to contain leaks until repairs are made.
- Implement spill control and clean-up practices for leaks and spills from fueling, oil, or use of hazardous materials. Never allow a spill to enter the storm drain system.
- Use the least hazardous material available for all projects. When the use of hazardous materials is necessary, ensure proper use, storage, and disposal of these materials.
- Protect and maintain as much natural vegetation as possible during the project by phasing the project.
- Properly dispose of all debris and excavated soil material – do not place near storm drains, rivers, streams, wetlands, or any environmentally sensitive areas.
- Minimize water use and control all storm water discharge where possible.
- Schedule activities for dry weather.

**c. Illicit Discharges** – all illicit discharges and illicit connections

- Illicit discharges means any discharge to, or seepage into, a separate storm sewer that is not composed entirely of storm water or uncontaminated groundwater. Illicit discharges include non-storm water discharges through pipes or other physical connections; the dumping of motor vehicle fluids, household hazardous wastes, domestic animal wastes, or leaf litter; the collection and intentional dumping of grass clippings or leaf litter; or unauthorized discharges of sewage, industrial waste,

restaurant wastes, or any other non-storm water waste directly into a separate storm sewer.

- Illicit connection means a physical connection to the municipal separate storm sewer system (MS4) that 1) primarily conveys illicit discharges into the municipal separate storm sewer system (MS4), or 2) is not authorized or permitted by the local authority.

**d. Bridge and Stream Crossing**

- Use suspended netting or tarps to capture paint, rust, paint-removing agents, or other materials to prevent discharge of materials to surface waters.
- Properly manage concrete slurry produced from diamond grinding, concrete sawing, or drilling activities using as little water as possible. Cover storm drains completely with filter fabric or plastic during the activity and contain the slurry using straw bales, sandbags, or gravel dams around the storm drains. Slurry management for diamond grinding can often be handled on site, such as reusing the solids from the grinding process while the water is infiltrated in the road right-of-way. For sawing and drilling activities, prevent wastewater from entering storm drains and surface by directing it to vegetated areas or vacuuming it for proper disposal.
- Do not use coal tar emulsions to seal asphalt surfaces

**e. Managing Vegetated Properties**

- Sweep grass clippings and leaves onto turf areas. Do not allow clippings or leaves to go into the City's municipal separate storm sewer system (MS4).
- The Manufactured Fertilizer Ordinance, Ordinance 13-07 – Chapter 650, must be adhered to should any project properties be fertilized.

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT  
NOTICE TO BIDDERS  
FOR  
**GARBAGE/RECYCLING SERVICES**

CEF/COBC

1 of 1

06-2021

**a. Description.** The City of Battle contracts with Republic Services to provide garbage and recycling services for its residents. Below is a link to an online map grouping certain areas of the city with their garbage and recycling service day of the week.

[https://experience.arcgis.com/experience/655b27c0bf0b4712b1c9391ab2940faf/page/page\\_0/](https://experience.arcgis.com/experience/655b27c0bf0b4712b1c9391ab2940faf/page/page_0/)

It is the responsibility of the Contractor for scheduled work to include maintaining garbage and recycling service on their specified day of the week. In the event that Republic Services is unable to access a resident's garbage or recycling, the Contractor shall reimburse the resident for the cost of a callback service. Below is the Republic Services account manager if special consideration is required:

Kyle Orr, Division Manager  
269.466.6289  
korr@republicservices.com

**THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT**

**NOTICE TO BIDDERS  
FOR  
UTILITY COORDINATION**

MLW/COBC

1 of 1

12-2023

**a. Description.** The contractor must cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor must follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction

**PUBLIC UTILITIES**

The "Miss Dig" alert number is 800-482-7171. The following Public Utilities have facilities located within the Right-of-Way:

<b>Company</b>	<b>AT&amp;T</b>	<b>Consumers Energy</b>	<b>Semco Energy</b>
<b>Industry</b>	Telephone	Electric	Gas
<b>Street</b>	2919 Millcork St	311 E. Michigan Ave	15851 Helmer Rd
<b>City</b>	Kalamazoo, MI, 49001	Battle Creek, MI, 49017	Battle Creek, MI, 49015
<b>Phone</b>	269-384-4472	517-374-2329	269-832-4903
<b>Email</b>	CD3249@att.com	Jacob.Chalut@cmsenergy.com	David.okley@semcoenergy.com
<b>Representative</b>	Carrie Demott	Jacob M. Chalut	David Okley
<b>Company</b>	<b>Comcast</b>	<b>City of Battle Creek</b>	<b>City of Battle Creek</b>
<b>Industry</b>	Cable/TV	Water	Sewer
<b>Street</b>	350 N 22 <sup>nd</sup> St	150 S Kendall	150 S Kendall St
<b>City</b>	Battle Creek, MI, 49015	Battle Creek, MI, 49037	Battle Creek, MI, 49037
<b>Phone</b>	248-972-7511	269-966-3343	269-966-3343
<b>Email</b>	CENHRT-MI_Comcast_Relo@comcast.com	mdmiller@battlecreekmi.gov	krtribbet@battlecreekmi.gov
<b>Representative</b>	Stephen Beck	Matt Miller	Kurt Tribbett
<b>Company</b>	<b>City of Battle Creek</b>	<b>Metronet (CTS)</b>	<b>City of Battle Creek</b>
<b>Industry</b>	Signs and Signals	Telephone and Cable	Engineering
<b>Street</b>	150 S Kendall St	13470 E Michigan	150 S Kendall St
<b>City</b>	Battle Creek, MI, 49037	Galesburg, MI, 49053	Battle Creek, MI, 49037
<b>Phone</b>	269-966-3343	616-239-9139	269-966-3343
<b>Email</b>	djcampbell@battlecreekmi.gov	Kirk.kimmel@metronet.com	jtgeering@battlecreekmi.gov
<b>Representative</b>	Darren Campbell	Kirk Kimmel	Jarret Geering

**b.** The owners of the existing service facilities that are within the grading or structure limits will move them, as shown on plans, to locations designated by the Engineer or will move them entirely from the Right-of-Way. Owners of Public Utilities will not be required by the City to move additional poles or structure in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

March 21, 2019

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR  
**MILLINGS**

ESC/COBC

1 of 1

Rev: MLW- 03-2024

**a. Description.** The City of Battle Creek will retain 400 cubic yards of asphalt millings generated from Cold Milling HMA Surface on Chapel Hill Drive. If the work performed on Chapel Hill Drive fails to generate 400 cubic yards, then The City of Battle Creek will retain the entirety of the asphalt millings generated from work performed on Chapel Hill Drive. The asphalt millings must be transported by the contractor to a location within Brice Pit that will be specified by The Engineer.

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR  
**PROCESSING PAY ESTIMATES**

ESC/COBC

1 of 1

11-2020

**a. Description.** For the first payment, The City of Battle Creek agrees to generate a pay estimate no later than 14 days from the date that work begins. The pay estimate shall include all contract pay items placed, up to plan quantity, prior to the date the estimate is generated.

For the second and subsequent payments, certified payrolls are required from the prime contractor as well as all subcontractors performing work. The City of Battle Creek agrees to generate a pay estimate on a bi-weekly basis, so long as work has been performed, and certified payrolls have been received and approved. The pay estimate(s) shall include all contract pay items placed, up to plan quantity, prior to the date the estimate is generated.

Once the prime contractor notifies the project engineer that all work is complete, the project engineer will perform a final walk through with the prime contractor. The project engineer will make the prime contractor aware of any deficiencies that still need attention. The City of Battle Creek will generate a final balancing contract modification followed by a final pay estimate. The final pay estimate will include all contract pay items placed, over plan quantity, throughout the duration of the contract. The final pay estimate will not be paid until all deficiencies noted in the final walk through have successfully been addressed.

If the contractor fails to complete the work before the required completion time the final estimate will be held until all deficiencies have been addressed. The final estimate will also include deductions for this failure as per the contract.



February, 2024

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS  
FOR  
**BATTLE CREEK EXECUTIVE AIRPORT CONSTRUCTION**

CLA/COBC

1 of 1

02-2024

**a. Description.** All pay items on the bid tabulation sheet that mention "Airport" in the description will be designated exclusively for work conducted at The Battle Creek Executive Airport, unless directed otherwise by the engineer. All other items listed in the bid tabulation may be used for construction at the Battle Creek Executive Airport as directed by the engineer

MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
  
SPECIAL PROVISION  
FOR  
**ADJUSTING DRAINAGE STRUCTURE, CASE 1, MODIFIED**

CFS:DMG

1 of 3

APPR:TES:DBP:03-08-22  
FHWA:APPR:03-22-22

**a. Description.** This work consists of adjusting drainage structures, including utility manhole covers, in accordance with section 403 of the Standard Specifications for Construction, as shown on the plans, as directed by the Engineer, and as stated herein.

**b. Materials.** Furnish materials in accordance with subsection 403.02 of the Standard Specifications for Construction with the following exceptions:

Furnish Concrete, Grade 3500 or Grade P-NC as directed by the Engineer in accordance with sections 1004 and 1006 of the Standard Specifications for Construction, respectively. Furnish epoxy anchored lane ties in accordance with section 914 of the Standard Specifications for Construction. Ensure the lane ties are #5 bar size with a nominal length of 18 inches. Ensure the circular bar for the rotary cut application is epoxy coated #5 bar of a diameter that will center it between the structure cover and the existing surrounding pavement. Select epoxy for anchoring lane ties into the concrete from section 712.03J of the Qualified Products List. Furnish hot-poured joint sealant in accordance with section 914 of the Standard Specifications for Construction.

For concrete curb, concrete curb and gutter, or concrete traffic island repairs furnish materials in accordance with the standard specifications.

**c. Construction.** For structures within the pavement area remove pavement adjacent to the drainage structure cover using a rotary or sawing method. When using a rotary coring method, remove a minimum 4 foot diameter section of pavement around the drainage structure frame and cover. If the frame outside diameter measurement is greater than 36 inches, use a rotary coring head to remove a minimum 4.5 foot diameter section of pavement. When using a sawing method, saw cut clean and remove a 6 foot by 6 foot pavement square.

For structures within the curb line, saw cut and remove a 4 foot by 6 foot section of pavement around the frame with the 6 foot dimension measured along the curb line. Remove curb and/or curb and gutter associated with the adjustment of structures, as directed by the Engineer.

For structures located adjacent to concrete traffic control islands, remove concrete island full-width or up to 6 feet wide to facilitate adjustment of the drainage structure cover frame, as directed by the Engineer.

Prior to setting the frame, compact exposed soil using a method approved by the Engineer.

Support the cover frame over the structure matching the adjacent roadway cross slope. Secure the frame in-place to allow for placement of concrete using brick or block as required on a full bed of mortar without altering frame position.

Install epoxy anchored lane ties in accordance with section 603 of the Standard Specifications for Construction to anchor the concrete to adjacent composite pavement. Install circular epoxy coated bar as detailed herein. For structures within the pavement area, replace pavement around the frame with Concrete, Grade 3500 or Grade P-NC as directed by the Engineer matching the finished elevation and cross-slope of the roadway. Construct plane of weakness joint as directed by the Engineer.

For structures within the curb line, replace pavement around the frame with Concrete, Grade 3500 or Grade P-NC as directed by the Engineer and HMA top course as shown on the detail herein. Install epoxy anchored lane ties to anchor the concrete to adjacent composite pavement for curb drainage structures located in curbed areas. Replace concrete curb, concrete curb and gutter, or concrete traffic control islands in-kind in accordance with Standard Plan R-30 Series and section 802 of the Standard Specifications for Construction.

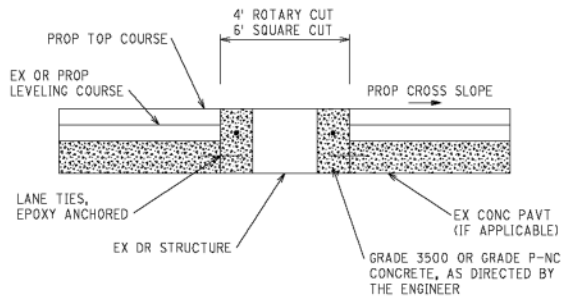
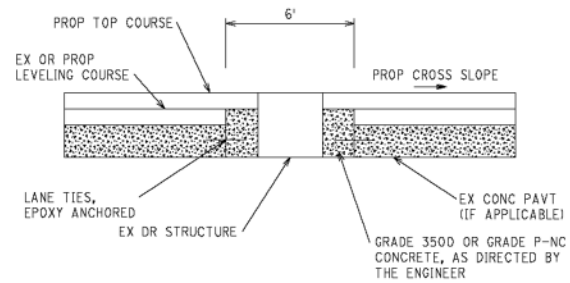
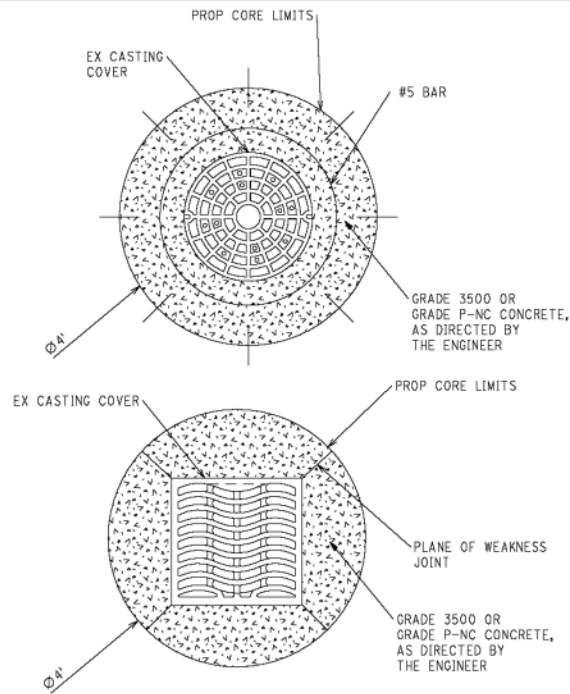
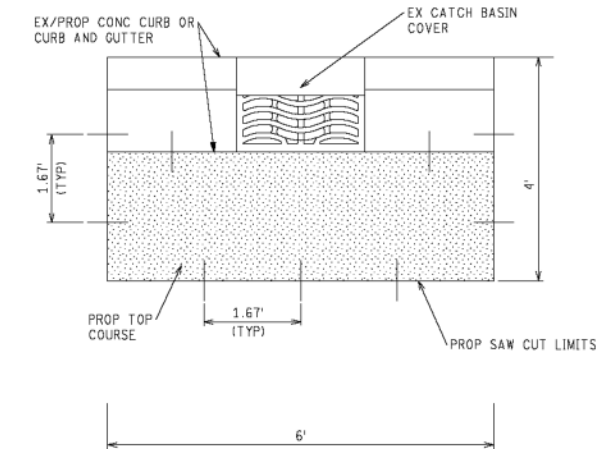
Immediately remove any debris that falls into drainage structures or other utility manholes due to Contractor operations.

Ensure saw overcuts are cleaned and sealed with hot-poured joint sealant.

**d. Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Dr Structure Cover, Adj, Case 1, Modified .....	Each

**Dr Structure Cover, Adj, Case 1, Modified** includes furnishing all materials, saw cutting, removal and disposal of existing pavement and curb or curb and gutter, adjustment of cover to required elevation and cross-slope, installation of epoxy anchored lane ties and epoxy coated circular bars, placement and finishing of new curb or curb and gutter, placement and finishing of new concrete and HMA, placement and removal of temporary HMA wedging for maintaining traffic, if required, placement of cover on open structures to prevent accumulation of debris and cleaning existing drainage structures due to Contractor operations.

**PAVEMENT AREAS - ELEVATION VIEW****CURBED AREAS - ELEVATION VIEW****PAVEMENT AREAS - PLAN VIEW****PAVEMENT REMOVAL AND REPAIR DETAIL FOR  
DR STRUCTURE COVER, ADJ, CASE 1, MODIFIED**GRADE 3500 OR  
GRADE P-NC CONCRETE,  
AS DIRECTED BY  
THE ENGINEER**CURBED AREAS - PLAN VIEW****PAVEMENT REMOVAL AND REPAIR DETAIL FOR  
DR STRUCTURE COVER, ADJ, CASE 1, MODIFIED**

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT  
SPECIAL PROVISION  
FOR  
**IRRIGATION REPAIR, ALLOWANCE MAX \$1000**

CEF/COBC

1 of 1

01-2020

**a. Description.** This work will consist of repairing any damaged private irrigation system located within the right of way. The contractor will work with the landscaping company chosen by the residents to make any repairs to bring the system back into the operating condition that existed prior to the start of construction.

**b. Materials.** None specified

**c. Construction.** None specified

**d. Measurement and Payment.** The city will specify the allowance amount for Irrigation Repair, Allowance, Max \$1000 in the proposal. The contractor will be required to submit paid invoices in order to be reimbursed. The unclaimed allowance at the end of the project will be awarded to the contractor as part of the final acceptance of the project. The contractor will be responsible for any cost above the allowance provided in the proposal.

**Pay Item**

**Pay Unit**

Irrigation Repair, Allowance, Max \$1000 .....Lump Sum

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT  
SPECIAL PROVISION  
FOR  
**TRAFFIC MAINTENANCE AND CONTROL, SPECIAL**

MLW/COBC

1 of 2

11-2022

**a. Description.** Maintaining traffic must be in accordance with Section 812 of the 2020 Michigan Department of Transportation Standard Specifications for Construction and these Special Provisions. All traffic control must conform to the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). Traffic Control Plan must be submitted during the Pre-Construction Meeting, and must be approved by the engineer. Contractor is responsible for maintaining traffic at all times while work is being performed. Access to residences and businesses affected by the treatment must be maintained at all time with limited disruption. Access to emergency vehicles will be maintained at all times. All damage to newly treated road determined to be caused by vehicular or pedestrian traffic will be the responsibility of the Contractor.

**b. Materials.** All traffic control devices must be in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). All necessary traffic regulators must be equipped to communicate with each other and be stationed at the point of beginning (POB), point of ending (POE), and at any intersecting streets of the lane being treated.

**c. Construction.** None specified

**d. Measurement and Payment.** All work for **Traffic Maintenance and Control, Special** will be paid as a lump sum price, regardless of the number and type of traffic control devices used.

**Pay Item****Pay Unit**

Traffic Maintenance and Control, Special .....Lump Sum

Items included in **Traffic Maintenance and Control, Special**, may include, but are not limited to the following:

Lighted Arrow, Type C, Furn  
Lighted Arrow, Type C, Oper  
Minor Traf Devices  
Plastic Drum, Fluorescent, Furn  
Plastic Drum, Fluorescent, Oper  
Channelizing Device, 42 in, Fluor, Furn  
Channelizing Device, 42 in, Fluor, Oper  
Pedestrian Type II Barricade, Temp  
Pedestrian Type II Channelizer, Temp  
Sign, Type B, Temp, Prismatic, Furn  
Sign, Type B, Temp, Prismatic, Oper  
Traf Regulator Control

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT  
SPECIAL PROVISION  
FOR  
**TURF ESTABLISHMENT, SPECIAL, HYDROSEED**

ESC/COBC

1 of 2

01-2019

**a. Description.** This work consists of preparing all areas designated by the Engineer, and applying topsoil, fertilizer, seed, and mulch to those areas. All Work will be performed in accordance with section 816 of the MDOT 2020 Standard Specifications for Construction, except as modified herein. The salvaged topsoil material must be free of rock and wood debris.

**b. Materials.** All materials used for **Turf Establishment, Special, Hydroseed** must meet the requirements of Section 917 of the MDOT 2020 Standard Specifications for Construction. Materials included in Turf Establishment, Special, Hydroseed are:

- i. Seed Mixture THM (Turf Loamy to Heavy) Section 917.11 of the MDOT 2020 Standard Specifications for Construction.
- ii. Fertilizer Chemical Nutrient Class A Section 917.09.B.1 of the MDOT 2020 Standard Specifications for Construction.
- iii. Recycled Newsprint Mulch Section 917.14.C.2 of the MDOT 2020 Standard Specifications for Construction.
- iv. Tackifier- Terra Tack #1 or equal
- v. Topsoil Section 917.06 of the MDOT 2020 Standard Specifications for Construction.
- vi. Water for Hydroseed Slurry Section 917.10 of the MDOT 2020 Standard Specifications for Construction. The Contractor may obtain water from a hydrant designated by the City of Battle Creek only after a hydrant permit is paid for and issued. Payment for a hydrant permit is not separate and shall be included in the cost of materials relative to this Special Provision.

**c. Construction.** Visible rocks, roots, branches, and other debris must be removed by the Contractor and consider included with this item. When salvaged topsoil is not suitable or there is not a sufficient amount for establishment, it is the contractor's responsibility to bring screened-topsoil as part of the pay-item.

A one-year period of establishment commencing at the completion of the initial planting season will be required for all grass. A growing season is defined as the months of June, July and August. All grass must be in a healthy growing condition at the start of the establishment period. The Engineer will inspect the grass at the end of the first growing season to determine if grass is unacceptable. Unacceptable grass is defined as being dead, missing, unhealthy, or otherwise unsatisfactory at the time of inspection, or grass that was not planted in conformance with these specifications. At the contractor's cost, replacement grass must be replanted after September 15 following the initial growing season or prior to May 10 of the following spring planting season. This replacement grass will remain the responsibility of the general contractor of the original contract with no additional payment.

The Contractor will also be responsible for preparing the topsoil a second time prior to the re-establishment of grass following the initial growing season in any unacceptable areas.



This will include complete removal of weeds, raking and leveling the prepared soil along with the removal of any rocks or roots.

**d. Measurement and Payment.** The Contractor must perform **Turf Establishment, Special, Hydroseed** for those areas disturbed. All areas disturbed by the contractor and/or Subcontractor beyond the normal construction limits of this project must be restored according to this special provision at the direction of the Engineer. Normal construction limits are defined to existing rights-of-way and easements up to 2 Ft on either side of the path unless agreed upon otherwise by the engineer. The pay item **Turf Establishment, Special, Hydroseed** will include all of the necessary equipment, materials, and labor to place the topsoil, and hydroseed mixture. Water will be applied per the requirements of Section 816.03.I of the MDOT 2020 Standard Specifications for Construction and will be included in the unit cost for hydroseeding. Payment for watering turf will be not be paid separately, but considered included and necessary in this item to establish the turf once the seed has germinated.

Final payment may not be issued until positive growth of restored areas meets the Engineer's approval.

**Pay Item****Pay Unit**

Turf Establishment, Special, Hydroseed .....Square Yard

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT  
SPECIAL PROVISION  
FOR  
**GATE BOX, ADJ and/or CURB BOX, ADJ**

KRT/COBC

1 of 1

REV: MLW 03-2024

**a. Description.** This item shall consist of adjusting gate valve boxes and curb stop boxes vertically to match finish grade. Contractor shall use the existing box to adjust to the final grade. Where, as determined by the Engineer, there is no more adjustment available within the existing box, the Contractor shall supply a new box per the Gate Valve Box item. Setting the new box to final grade will also be paid as a Curb Box, Adj item.

**b. Materials.** None Specified

**c. Construction.** On streets where the depth of cold-milling equals the thickness of the HMA resurfacing or overlay, the Contractor shall mill or chip out the old asphalt surface around the gate valve box at no extra cost to the department.

In pavement sections, boxes shall be installed so that no part of the box or cover extends above the pavement surface and no part is more than 0.02 feet below the elevation of the pavement surface. In turf establishment areas, valve boxes shall be set even to or slightly below the topsoil elevation. Boxes out of the above tolerances shall be reset to be within tolerance. In new paved sections where the contractor readjust a box to be within tolerance, shall use concrete as the final surface at no additional cost and shall have four straight edges at the same length abutting the removed pavement.

**d. Measurement and Payment.** This work shall be paid once for each box adjusted at the contract unit price for the following contract items (pay items). The price shall be payment in full for furnishing all necessary labor, equipment, and materials. Excavation, backfilling, and compacting to place box to grade is included in this item.

Pay Item	Pay Unit
Curb Box, Adj .....	Each
Gate Box, Adj .....	Each

THE CITY OF BATTLE CREEK  
ENGINEERING DEPARTMENT  
SPECIAL PROVISION  
FOR  
**HOT MIX ASPHALT APPLICATION ESTIMATE**

CLA/COBC

1 of 2

02-2024

**a. Description.** This work shall be done in accordance with the requirements of Division 5 of the MDOT 2020 Standard Specifications for Construction except as herein specified.

**b. Materials.** The amount of Reclaimed Asphalt Pavement (RAP) should be limited to MDOT Tier 1 (0 to 17 percent RAP binder by weight) for leveling course mixtures

**c. Construction.** The HMA should be compacted to 92 to 98 percent of theoretical maximum density as determined by the Rice Method. A bond coat of SS-1h emulsion should be required between asphalt HMA layers at a rate of 0.1 Gallons / SYD

**Local Streets:** The streets listed below shall receive a wearing course of HMA, 4EL, shall have a yield of 165 pounds per square yard, and placed in lifts with a maximum thickness of 1.5 inches. The Performance Grade shall be PG 58-28. The air voids for HMA, 4EL shall be 3.0%.

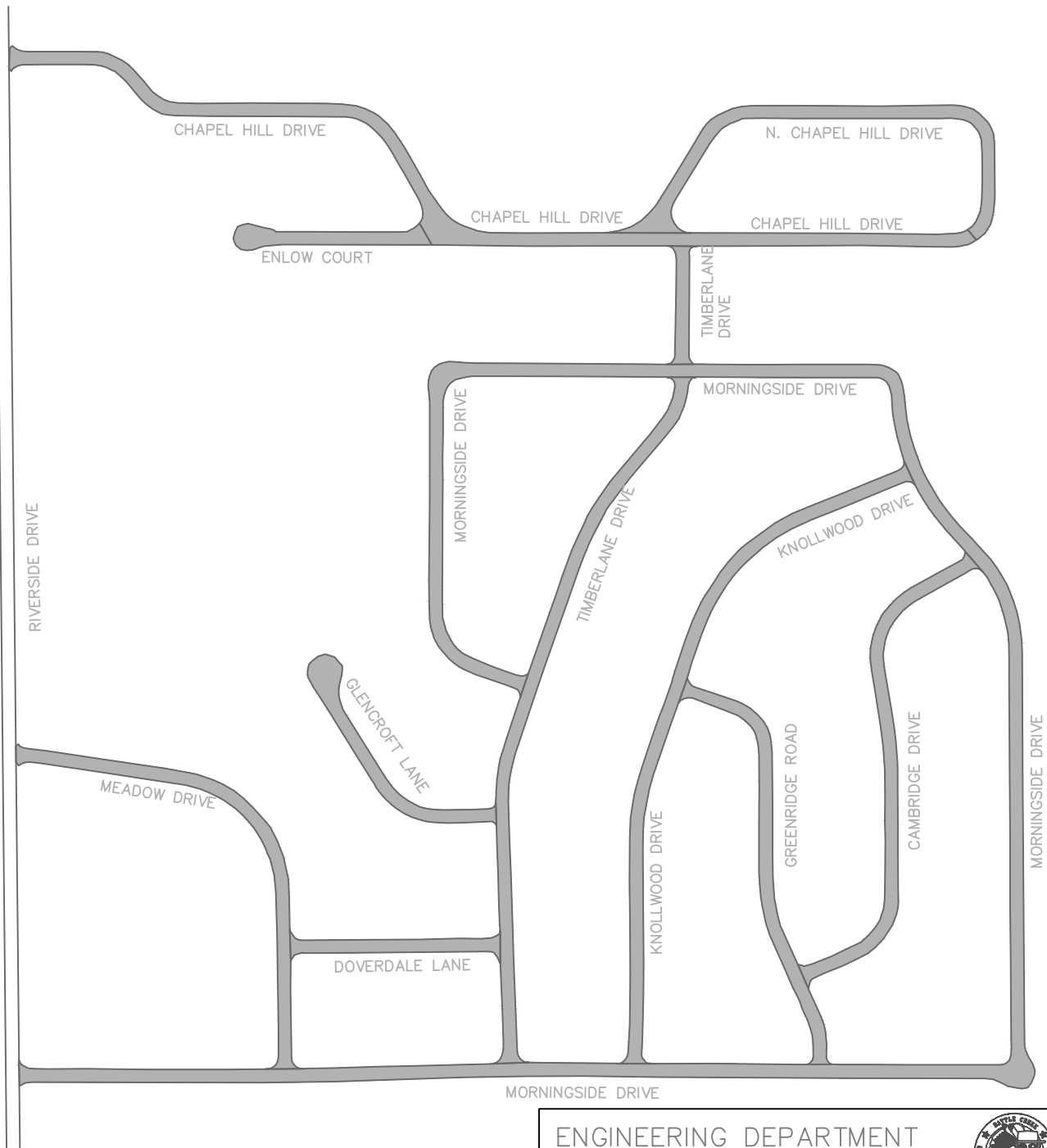
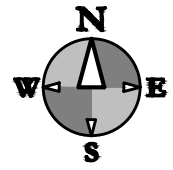
Enlow Court: Chapel Hill Drive – End of Road  
Chapel Hill Drive: Riverside Drive – N. Chapel Hill Drive  
N. Chapel Hill Drive: Chapel Hill Drive – End of Road  
Timberlane Drive: Chapel Hill Drive – Morningside Drive  
Meadow Drive: Riverside Drive – Morningside Drive  
Doverdale Lane: Meadow Drive – Timberlane Drive  
Glencroft Lane: Timberlane Drive – End of Road  
Knollwood Drive: Morningside Drive – Morningside Drive  
Greenridge Road: Morningside Drive – Knollwood Drive  
Cambridge Drive: Greenridge Drive – Morningside Drive  
Morningside Drive: Riverside Drive – Timberlane Drive  
Hickory Ln: W Minges Rd – Dead End  
Wealthy Ave: W Minges Rd – Dead End

**Battle Creek Executive Airport:** The road located at the airport shall receive a wearing/top course of HMA, 4EL, which shall have a yield of 220 pounds per square yard, and placed in 1 lift, with a maximum thickness of 2 inches. The Performance Grade shall be PG 58-28. The air voids for and HMA, 4EL (Airport) shall be 3.0%.

**d. Measurement and Payment.** Measurement and Payment shall be at the contract unit price per ton for pay items: HMA, 4EL (Airport); HMA, 4EL

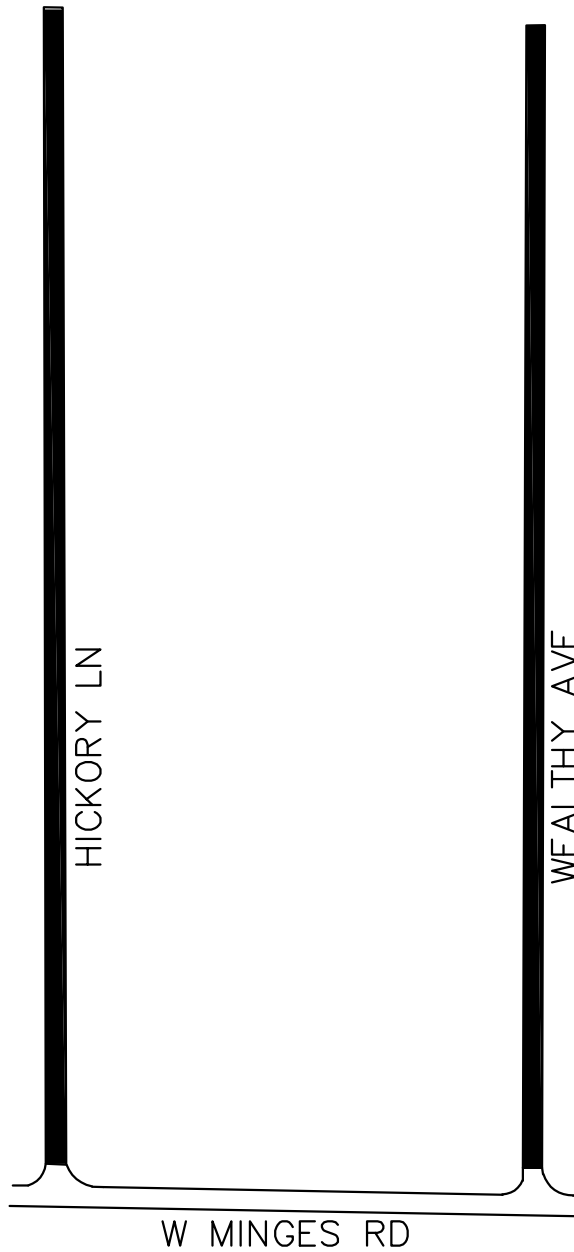
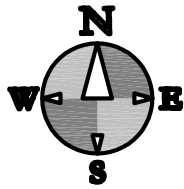
PAY ITEM	UNITS
HMA, 4EL (AIRPORT) .....	TON
HMA, 4EL .....	TON




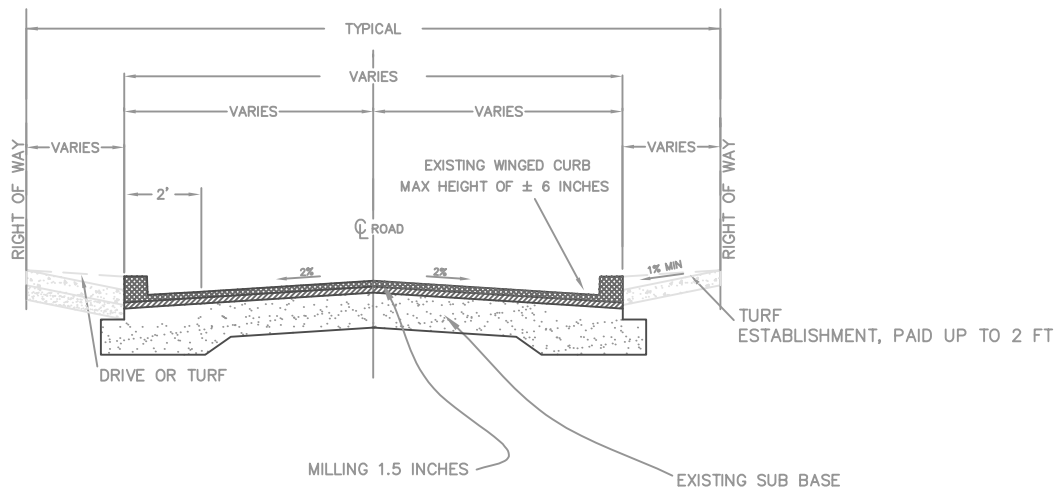


ENGINEERING DEPARTMENT CITY OF BATTLE CREEK, MICHIGAN		
TITLE LOCATION SHEET		
DRAWN BY: CLA	APPROVED:	DATE: 2/9/2024
SCALE: NTS	SHEET 1 OF 1 SHEETS	DWG. NO. 00001

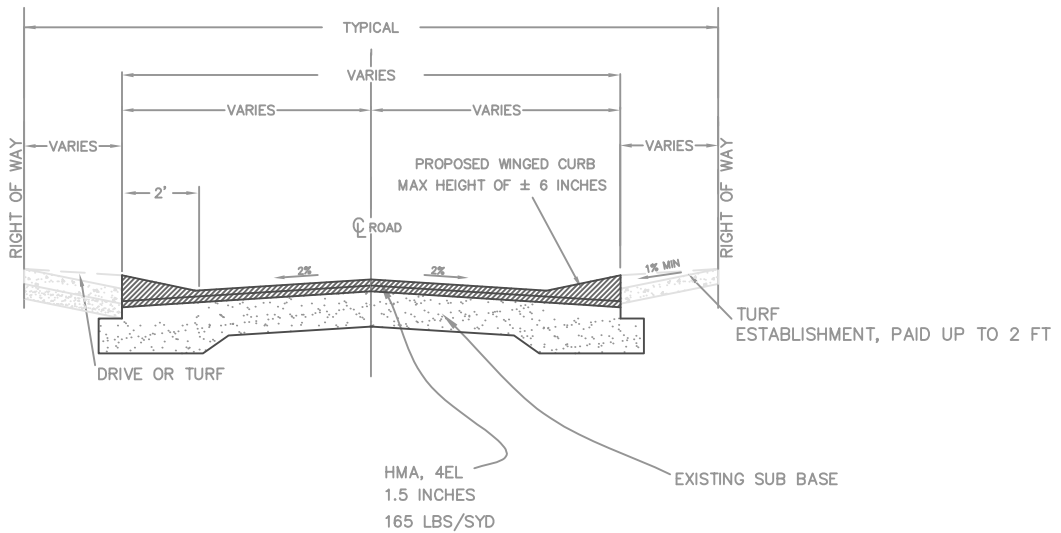




ENGINEERING DEPARTMENT CITY OF BATTLE CREEK, MICHIGAN			
TITLE		LOCATION SHEET	
DRAWN BY:	MLW	APPROVED:	JTG DATE: 3/7/24
SCALE:	N/A	SHEET 2 OF 2 SHEETS	DWG. NO. 2



EXISTING BIT CURB CROSS SECTION



PROPOSED BIT CURB CROSS SECTION

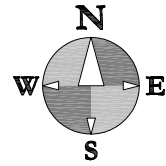
ENGINEERING DEPARTMENT  
CITY OF BATTLE CREEK, MICHIGAN



TITLE  
BIT CURB CROSS SECTION

DRAWN BY: CLA	APPROVED:	DATE: 2/9/2024
SCALE: NONE	SHEET 1 OF 1 SHEETS	DWG. NO. 00001





BATTLE CREEK EXECUTIVE AIRPORT AIRFIELD

TRANSPORTATION  
DEPARTMENT

WACO

S. AIRPORT RD.



CONSTRUCTION AREA

ENGINEERING DEPARTMENT  
CITY OF BATTLE CREEK, MICHIGAN



TITLE  
BATTLE CREEK EXECUTIVE AIRPORT

DRAWN BY: CLA

APPROVED: JTG

DATE: 2/9/2024

SCALE: NTS

SHEET 1 OF 1 SHEETS

DWG. NO. 00001

2024-053B LOCAL REHABILITATION					
Item Code	Item Description	Quantity	Unit	Unit Price	Total
1100001	Mobilization, Max 10%	1.000	LSUM		
4030004	Dr Structure cover, Adj, Case 1, Modified	10.000	Ea		
4030010	Dr Structure Cover, Type B	5.000	Ea		
4030065	Dr Structure Cover, Type Q	5.000	Ea		
5010002	Cold Milling HMA Surface	80,305.000	Syd		
5010002	Cold Milling HMA Surface (Airport)	1,060.000	Syd		
5012024	HMA, 4EL	7,030.000	Ton		
5012024	HMA, 4EL (Airport)	80.000	Ton		
8070095	Post, Mailbox	5.000	Ea		
8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	280.000	Ft		
8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	50.000	Ft		
8127051	_Irrigation Repair, Allowance, Max \$1000	1.000	LSUM		
8127051	_Traffic Maintenance and Control, Special	1.000	LSUM		
8167011	_Turf Establishment, Special, Hydroseed	4,480.000	Syd		
8237050	Gate Box, Adj	5.000	Ea		
TOTAL BID					

## Bid Comparison

<b>Contract ID:</b>	2024-053B
<b>Description:</b>	2024 Local Rehabilitation in Chapel Hill & Morningside area, Wealthy & Hickory, and work at Battle Creek Executive Airport
<b>Location:</b>	Battle Creek
<b>Projects(s):</b>	Local Streets, Airport

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$861,092.50	15.22%	0.00%
1	(00253) Rieth-Riley Construction Co., Inc.	\$747,315.94	0.00%	-13.21%
2	(03276) Lakeland Asphalt Corporation	\$764,909.50	2.35%	-11.16%
3	(00529) Michigan Paving and Materials Company	\$1,007,182.25	34.77%	16.96%

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Rieth-Riley Construction Co., Inc.		(2) Lakeland Asphalt Corporation	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1100001	Mobilization, Max 10%	1	LSUM	\$78,281.00	\$78,281.00	\$42,349.19	\$42,349.19	\$27,500.00	\$27,500.00
0002	4030004	Dr Structure Cover, Adj, Case 1, Modified	10	Ea	\$650.00	\$6,500.00	\$853.07	\$8,530.70	\$850.00	\$8,500.00
0003	4030010	Dr Structure Cover, Type B	5	Ea	\$650.00	\$3,250.00	\$652.35	\$3,261.75	\$650.00	\$3,250.00

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Rieth-Riley Construction Co., Inc.		(2) Lakeland Asphalt Corporation	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0004	4030065	Dr Structure Cover, Type Q	5	Ea	\$650.00	\$3,250.00	\$652.35	\$3,261.75	\$650.00	\$3,250.00
0005	5010002	Cold Milling HMA Surface	80,305	Syd	\$1.50	\$120,457.50	\$1.00	\$80,305.00	\$1.00	\$80,305.00
0006	5010002	Cold Milling HMA Surface (Airport)	1,060	Syd	\$1.50	\$1,590.00	\$6.75	\$7,155.00	\$4.50	\$4,770.00
0007	5012024	HMA, 4EL	7,030	Ton	\$82.00	\$576,460.00	\$79.00	\$555,370.00	\$83.50	\$587,005.00
0008	5012024	HMA, 4EL (Airport)	117	Ton	\$92.00	\$10,764.00	\$89.00	\$10,413.00	\$83.50	\$9,769.50
0009	8070095	Post, Mailbox	5	Ea	\$130.00	\$650.00	\$200.72	\$1,003.60	\$200.00	\$1,000.00
0010	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	280	Ft	\$2.75	\$770.00	\$4.52	\$1,265.60	\$4.50	\$1,260.00
0011	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	50	Ft	\$11.00	\$550.00	\$18.07	\$903.50	\$18.00	\$900.00
0012	8127051	_ Irrigation Repair, Allowance, Max \$1000	1	LSUM	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
0013	8127051	_ Traffic Maintenance and Control, Special	1	LSUM	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00
0014	8167011	_ Turf Establishment, Special, Hydroseed	4,480	Syd	\$9.00	\$40,320.00	\$5.02	\$22,489.60	\$5.00	\$22,400.00
0015	8237050	_ Gate Box, Adj	5	Ea	\$450.00	\$2,250.00	\$401.45	\$2,007.25	\$400.00	\$2,000.00
<b>Bid Totals:</b>					<b>\$861,092.50</b>		<b>\$747,315.94</b>		<b>\$764,909.50</b>	

Line	Pay Item Code	Description	Quantity	Units	(3) Michigan Paving and Materials Company		Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1100001	Mobilization, Max 10%	1	LSUM			\$100,000.00	\$100,000.00		\$0.00		\$0.00
0002	4030004	Dr Structure Cover, Adj, Case 1, Modified	10	Ea			\$850.00	\$8,500.00		\$0.00		\$0.00
0003	4030010	Dr Structure Cover, Type B	5	Ea			\$650.00	\$3,250.00		\$0.00		\$0.00
0004	4030065	Dr Structure Cover, Type Q	5	Ea			\$650.00	\$3,250.00		\$0.00		\$0.00
0005	5010002	Cold Milling HMA Surface	80,305	Syd			\$2.25	\$180,686.25		\$0.00		\$0.00
0006	5010002	Cold Milling HMA Surface (Airport)	1,060	Syd			\$10.35	\$10,971.00		\$0.00		\$0.00
0007	5012024	HMA, 4EL	7,030	Ton			\$90.00	\$632,700.00		\$0.00		\$0.00
0008	5012024	HMA, 4EL (Airport)	117	Ton			\$125.00	\$14,625.00		\$0.00		\$0.00
0009	8070095	Post, Mailbox	5	Ea			\$200.00	\$1,000.00		\$0.00		\$0.00
0010	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	280	Ft			\$5.00	\$1,400.00		\$0.00		\$0.00
0011	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	50	Ft			\$8.00	\$400.00		\$0.00		\$0.00
0012	8127051	_ Irrigation Repair, Allowance, Max \$1000	1	LSUM			\$1,000.00	\$1,000.00		\$0.00		\$0.00
0013	8127051	_ Traffic Maintenance and Control, Special	1	LSUM			\$25,000.00	\$25,000.00		\$0.00		\$0.00
0014	8167011	_ Turf Establishment, Special, Hydroseed	4,480	Syd			\$5.00	\$22,400.00		\$0.00		\$0.00
0015	8237050	_ Gate Box, Adj	5	Ea			\$400.00	\$2,000.00		\$0.00		\$0.00
<b>Bid Totals:</b>							<b>\$1,007,182.25</b>					

## STANDARD CONTRACT PROTECTIONS

The City values our contractors and seeks to maintain good relationships with them. The City also has an obligation to protect the taxpayer money that we spend, and to that end we have protections in place for our contracts, which vary depending on type of contract. **Commission approval is required by a surety before they will issue bonds for a contract.** Once the bonds and insurance certificates are obtained, the City Attorney reviews the contract and then the City Manager signs it.

**Prevailing wages:** Required for construction projects over \$50,000 (and sometimes on state or federal for lesser amounts). This is the hourly wage, usual benefits and overtime, paid to the majority of workers, laborers, and mechanics within a particular area. This is usually the union wage. Prevailing wages are established by regulatory agencies for each trade and occupation employed in the performance of public work, as well as by State Departments of Labor (DOL) or their equivalents, are specific to Calhoun County. Purchasing pulls the current wages from the DOL at the time of publication of the Invitation for Bid; those wages do not change after that point and become part of the contract. Prevailing wage compliance is monitored by our Department of Public Works, and they collect the certified payrolls.

**Performance bond:** Required for construction contracts over \$50,000. In the amount of 100% of the contract value, a performance bond is a surety bond that guarantees satisfactory completion of a project. Very rare to ever call on a bond. A performance bond can also be used for non-construction; we require a performance bond for residential waste and land application of sludge, which are both high dollar and high risk should the contract fail.

**Payment/Labor/Materials bond:** Required for construction contracts over \$50,000. In the amount of 100% of the contract value, a PLM bond protects subs. A contractor cannot put a lien on a public building, so our subcontractors who provide both goods and services require protection in the event that the general contractor can't or won't pay their subs. Rare for our subs to call on any of our general contractors' bonds.

**General liability insurance:** Required for all contracts. Certificates of insurance for general commercial liability, workers' compensation, auto liability, and property damage are obtained prior to contract award. The City is always named as "additional insured" with respect to general liability, meaning the policy provides coverage to the City for work done under that contract. The Purchasing Office tracks all contracts and associated insurance, and we ensure that policies are kept current.

**Liquidated damages:** Used in most construction contracts. A clause as a material part of the contract, which is an amount to be withheld from payment for each calendar day that the contractor fails to complete the work within the time allowed. Liquidated damages are held in lieu of actual damages, which can be difficult to calculate, and may not be used as penalty. This amount is pre-determined by the engineer, usually anywhere from \$500 - \$2000 per calendar day, and is published in the Invitation for Bid along with the project completion date that must be met. Contractors know the liquidated damages amount and the completion date before they submit their bids. Delays outside the control of a contractor will not result in liquidated damages being withheld. A reason *not* to have a liquidated damages clause would be times of unusually long lead times or times when contractors are very busy because it could discourage bids.

**Cancellation Clauses:** All contracts contain clauses that allow the City to cancel a contract due to breach, poor performance, or convenience (i.e., no reason needed). Term contracts, those that can go on for many years, are typically executed for 1-2 years at a time, with renewals that are always mutual and optional. Very rare to cancel a contract. Most often, we simply don't renew a term contract if there were unresolved performance issues throughout the year, if we want to change the scope of work substantially, or if we no longer require those goods/services.

**Bid bond/bid surety:** for construction bids over \$50,000, contractors must submit with their bid a bid bond in the amount of 5% of their bid, which ensures they sign the contract after Commission approval. If the low bidder refuses to sign the contract, then the City could seek recourse on the bid bond and move to the next lowest responsive, responsible bidder. **A bid bond has no value or purpose after the contract is signed.** In the very rare case that a bidder has made an obvious and honest error, we would allow them to withdraw their bid. The City has not called on a bid bond during current Purchasing Agent's time (since 2001), so it's extremely rare.



Resolution

NO. 425

A Resolution seeking acceptance of the proposal of best value from Mead and Hunt, Inc., to provide consultant services for the FAA Tower rehabilitation project at the City of Battle Creek Executive Airport at Kellogg Field, in an estimated amount of \$140,466.00, with unit prices prevailing.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the proposal of best value for consultant services for the FAA Tower rehabilitation project is accepted from Mead and Hunt, Inc. The City Manager is authorized to sign all documents necessary to execute Contract No. 2024-032Q in \$140,466.00, with unit prices prevailing.

This will be paid by GL 580.20.5384.971.040.

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Chris Huff, Purchasing Agent

**Department:** Purchasing

**SUMMARY**

A Resolution seeking acceptance of the proposal of best value from Mead and Hunt, Inc., to provide consultant services for the FAA Tower rehabilitation project at the City of Battle Creek Executive Airport at Kellogg Field, in an estimated amount of \$140,466.00, with unit prices prevailing.

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

The City of Battle Creek Executive Airport at Kellogg Field needs to hire for consultant services to rehabilitate the Air Traffic Control Tower. These services include providing plans and specifications suitable for bidding and providing construction administration. This is a qualifications-based selection process.

The attached memo from Aviation Director Phil Kroll provides more information.

As this professional services project under this contract could potentially be funded through FAA, we adhered to the Brooks Act in the selection of the firm to be used. The Brooks Act is a Federal law that requires that Architect or Engineering (A/E) firms be selected based solely upon their competency, qualifications, and experience (without consideration to price).

As part of this process, the City issued a Request for Qualifications (RFQ) for construction administration services to ensure the project runs smoothly. Some of those tasks will be:

Specifications and Drawings:

- Perform an assessment to determine the items requiring rehabilitation.
- Develop appropriate plans and specifications suitable for bidding. The City's Purchasing department will draft and accept the bids.
- Assist with the evaluation of bids and conduct post-bid interviews, if necessary.

Construction admin services:

- Ensure timeliness of the project (materials and labor issues)
- Ensure project is being built as per drawings and specifications
- Handle change orders
- Enforce building codes
- Facilitate communication between client, project team and sub-contractors
- Handle all project paperwork
- Collect and verify certified payrolls and prevailing wages compliance

The RFQ was issued December 4, 2023. Copies of the RFQ were provided all engineers registered in our vendor database. In addition, an advertisement was placed in the Battle Creek Shopper and the City's website. Bid responses were due January 18, 2024. We received the following proposals:

Mead Hunt  
Restore Consulting  
Wightman  
Driven Design

Phil Kroll, Aviation Director, and Miles Weaver, Assistant Aviation Director, reviewed the proposals and scored, which were as follows, out of 150:

142	Mead Hunt
134	Restore Consulting
134	Wightman
129	Driven Design

Mead Hunt was the highest scorer, based on qualifications, experience, and work plan. The committee believed that interviews were not necessary, and so we requested pricing at this point, per the Request for Qualifications process.

The unsuccessful proposers were notified of this selection on February 12, 2024.

Mead Hunt submitted pricing, which the committee believed to be reasonable, and will be paid per the unit prices (i.e., the hourly rates per job classification).



## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

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#### ATTACHMENTS:

File Name	Description
❏ 2024-032Q_FAA_Tower_Rehabilitation_Consultant.docx	Original RFQ Request for Qualifications
❏ Mead____Hunt.pdf	Mead Hunt qualifications proposal
❏ Mead_Hunt_Pricing.pdf	Mead and Hunt pricing
❏ Committee_scoring.pdf	Committee scoring
❏ Kroll_memo.pdf	Kroll memo



**CITY OF BATTLE CREEK**

**NOTICE OF REQUEST FOR QUALIFICATIONS**

**RFQ#: 2024-032Q**

**TITLE: Consultant for Air Traffic Control Tower  
Rehabilitation**

**ISSUE DATE: December 4, 2023**

**PROPOSAL DUE DATE:** January 18, 2024, at 4:00 PM Local Time

**LOCATION:** **Proposals must be submitted online.  
DO NOT EMAIL PROPOSALS.**

**Purchasing Contact:** Christine Huff  
**E-mail:** [clhuff@battlecreekmi.gov](mailto:clhuff@battlecreekmi.gov)

**DESCRIPTION:** The City of Battle Creek is seeking proposals from qualified firms to provide consultant services to rehabilitate the Air Traffic Control Tower. Services include providing plans and specifications suitable for bidding and providing construction administration. This is a qualifications-based selection process. Do not submit pricing.

**PROPOSAL SUBMITTAL:**

Proposals must be submitted through our secure online portal by registered vendors by the date and time listed above.

Please upload **ONE pdf file** that includes all requested submittals, rather than several parts of the bid uploaded.

Please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations. This will redirect you to our secure VendorRegistry website where you can register as a vendor (required) and obtain this full document and upload your bid.

Email the purchasing contact listed above if the above link doesn't work.

**PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSALS.**

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## 1.0 - GENERAL INFORMATION FOR THE RESPONDING FIRM

1.1 **ISSUING OFFICE:** This RFQ is issued for the City of Battle Creek, Michigan (hereinafter referred to as the "City") through the Purchasing Office, which shall be referred to as the "Issuing Office."

1.2 **GENERAL SUBMITTAL INFORMATION:** (See Section 4.0 for detailed information)

- A. Proposals must be submitted in complete original form as **one pdf** submitted through our secure online portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations OR email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for links.
- B. Proposals will be accepted via the method listed until the time and date specified herein. There will be no public reading because this is an RFP, wherein price is only one factor in selection and subject to negotiation. All proposals will be available after contract award, under the FOIA.
- C. Late proposals will not be accepted, and the online system will automatically shut off at exactly the specified time.
- D. All proposals submitted in response to this solicitation shall become the property of the City and be a matter of public record available for review. **Vendors are advised that their proposals are subject to FOIA, and are not confidential and should not be marked as such.** However, proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the City has determined that no additional clarifications or revisions of offers shall be accepted.
- E. The proposal shall be legally signed on the OFFER TO CONTRACT page and the complete address of the proposer given thereon.
- F. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in proposal prices

1.3 **TENTATIVE SCHEDULE:** The City may deviate from this schedule. The City will not discuss the status of any proposal or the selection process. All proposers will be notified in writing of the City's decision.

Proposal Reviews:	week of January 22, 2024
Interviews, if applicable:	weeks of January 29 and February 5
Final Decision:	End of March

1.4 **PRE-PROPOSAL ASSISTANCE:** Questions relative to the development of a proposal are to be directed to Chris Huff, [chluff@battlecreekmi.gov](mailto:chluff@battlecreekmi.gov). The status of proposals will not be discussed during the review process.

1.5 **AWARD OF CONTRACT:** This project will be awarded to a single contractor who submits the proposal deemed to be in the best interest of the City, unless otherwise noted in this document. Notwithstanding any other provision of the Request for Proposal, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all proposals, or portions thereof; or (3) reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until the City executes them. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, a Best and Final Offer, or by mutually agreed terms and conditions.

1.6 **SPECIAL INFORMATION**

- A. Addenda to the RFQ: In the event it becomes necessary to revise any part of the RFQ, addenda will be provided to all contractors who are recorded as having received the RFQ. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda.
- B. News Releases: News releases pertaining to this RFQ or the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the Issuing Office.

1.7 **INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the offeror certifies that in connection with this proposal:

- A. The fees in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such fees with any other offeror or with any competitor; and,
- B. Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the offeror directly or indirectly to any other offeror or to any competitor; and,
- C. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.8 **CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.

**1.9 DEFINITIONS:**

- A. The "City" – The City of Battle Creek
- B. "Contractor," "Vendor," "Firm," or "Proposer" - The firm submitting a proposal, ultimately responsible for any contract that results from this RFQ.
- C. "RFQ" – This Request for Qualifications.

**1.10 INTERVIEWS:** The City anticipates shortlisting the proposers based upon responses to the submittal requirements. If necessary, the City shall conduct interviews/demonstrations. However, the City may determine that shortlisting and/or interviews/demonstrations are not necessary.

**1.11 FIRM QUALIFICATIONS:** Experiences with the City and entities that evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience. The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.

**1.12 CONTRACT AWARD:** A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's RFQ. Proposals do not become contracts unless and until the City executes them. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, a Best and Final Offer, or by mutually agreed terms and conditions.

**1.13 DELIVERY:** Proposals shall include all charges for delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.

**1.14 VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

- (i) in the United States District Court for the Western District of Michigan; or
- (ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

**1.15 GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

**1.16 CONFLICT OF INTEREST:** The Contractor warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, that could conflict in any manner or degree with the performance of its services under this Contract. The Contractor further warrants and covenants that in the performance of this Contract, no person having such interest shall be employed.

**1.17 DRUG FREE WORKPLACE (48 CFR 52.223-6):** this contract is subject to the Drug-Free Workplace Act of 1988 and all organizations receiving Federal funds are required to provide a drug-free workplace, and the contractor shall:

- A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform such employees about (i) the dangers of drug abuse in the workplace; (ii) the contractor's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- D. Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will (i) Abide by the terms of the statement; and (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (A)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; (6) Within 30 days after receiving notice under subdivision (A)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace: (i) Taking appropriate personnel action against such employee, up to and including termination; or (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A)(1) through (A)(5) of this clause. A contractor or grantee who fails to comply with these requirements is subject to certain penalties.
- 1.17 **OTHER FEDERAL COMPLIANCE:** Where applicable, contractor shall comply with: Copeland Anti-kickback Act (18 U.S.C. 874); Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 USC 40 USC 3701-3708); Section 306 of the Clean Air Act (42 USC 7602, Air Pollution Prevention and Control); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
- 1.19 **BID PROTEST PROCEDURE:** Protests about the bid procedure must be in writing. This written protest must be received by the City of Battle Creek, located at 10 N. Division, Suite 214, Battle Creek, MI 49014. This written protest must be received by the City no later than ten (10) working days after notification to all bidders of the contract award decision. The City of Battle Creek must issue its written decision no more than ten (10) business days from the day the written protest was received.
- If a protester thinks that the City of Battle Creek has not followed these protest procedures, the protester has ten (10) business days from the alleged infraction to file a subsequent protest with the Federal Transit Administration.
- 1.20 **COSTS:** Contractor agrees that the costs reported to the City for this contract will represent only those items that are properly chargeable in accordance with this contract.
- 1.21 **BYRD ANTI-LOBBYING AMENDMENT** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 1.22 **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 1.23 **CLEAN AIR ACT** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contractors with contracts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional office of the Environmental Protection Agency (EPA)
- 1.24 **ENERGY EFFICIENCY:** Contractor shall maintain mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- 1.25 **SAFETY RULES:** Contractor shall perform all work under this contract in conformance with the State of Michigan general safety rules and regulations for the construction industry, as set out or authorized by the Michigan Occupational Safety and Health Act, Public Act 154 of 1974, as amended.

## 2.0 - GENERAL TERMS AND CONDITIONS

- 2.1 MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.
- 2.2 NON-DISCRIMINATION CLAUSE:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of his or her actual or perceived race, color, religion, national origin, age, sex, height, weight, physical or mental disability, family status, sexual orientation, gender identity or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).
- 2.3 ASSIGNMENT OF CONTRACT:** The contractor shall assign no right or interest in this contract in whole or in part and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 2.4 INDEMNIFICATION:** The contractor shall protect, defend, and save the City, its officials, employees, departments and agents harmless from and against any and all claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from negligent acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement or otherwise provided shall in no way limit the terms of this indemnification provision. In case of any action or proceeding brought against the City by reason of any such claim, suit, action or demand, upon prompt notice from the City, contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the City.
- 2.5 CONTRACT:** The contract shall contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any and all previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is understood and agreed to that the RFQ in its entirety and all enclosed forms are fully incorporated herein as a material and necessary part of the contract. In case of conflicts, the following order shall prevail: 1) Addendum, 2) Specifications, 3) Special Terms and Conditions 4) General Terms and Conditions, 5) General Information.
- 2.6 PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2.7 RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- 2.8 RIGHTS AND REMEDIES:** No provision in this document or in the bidder's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.9 ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFQ or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
- 2.10 APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.
- 2.11 ROYALTIES, PATENTS, NOTICES AND FEES:** Contractor shall give all notices and pay all royalties and fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work.
- 2.12 SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 2.13 PATENTS, COPYRIGHTS:** All services, information, computer program elements, reports, and other deliverables that are created under this Agreement shall be the property of the City. The Contractor shall place no restrictions on the City with regard to the distribution of any of these materials; the City shall have full, unrestricted rights to make and distribute unlimited copies of any services, information, computer programs/elements, reports, or any other deliverable. Patents for any item created under this contract shall be assigned to the City.

### 3.0 - SPECIAL TERMS AND CONDITIONS

**3.1 PRE-PROPOSAL CONFERENCE:** If there is a pre-proposal conference, the date, time and location of this conference are indicated on the front page of this Request for Qualifications. The purpose of this conference will be to clarify the contents of this Request for Qualifications in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Qualifications or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the invitation for bid. Oral statements or instructions shall not constitute an amendment to this Request for Qualifications.

**3.2 KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

**3.3 CANCELLATION:**

**CAUSE:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term, or condition of the contract. The City shall issue written notice to the contractor for any of the following circumstances:

- A. The contractor fails to adequately perform the services set forth in the specifications of the contract:
- B. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) calendar days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

- A. Cancel any contract:
- B. Reserve all rights or claims to damage for breach of any covenant of the Contract:
- C. In case of default, the City reserves the right to complete the required work. The City may recover reasonable excess cost from the contractor by any remedies as provided by law.

**CONVIENIENCE:** Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. In such case, the City shall provide the Contractor with a 15-day written notice of cancellation. The City will pay for all *authorized* completed work or received/ordered goods occurring before the date of cancellation.

**3.4 PAYMENT:** Payment shall be made monthly, or at the end of each project, within 30 days following the submittal of a correct invoice for goods received or work performed. Expenses shall be billed at cost, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates.

**3.5 INSURANCE:**

a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from all operations under this Contract.

b. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>		<u>Limits of Liability</u>
Professional Liability		\$1,000,000
Workers' Compensation:		\$ 100,000 or statutory limit
Commercial General Liability:	Bodily Injury	\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
	or Combined Single Limit	\$1,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage	\$ 500,000
	or Combined Single Limit	\$ 500,000

The City of Battle Creek shall be listed as an additional insured on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, P.O. Box 1717, Battle Creek, Michigan 49016.



## 4.0 - SUBMITTAL INFORMATION

### 4.1 SUBMITTAL TERMS AND CONDITIONS

- A. **Basic Submittal Instructions:** Each proposal received by the City in response to this RFP becomes the property of the City and:
1. Shall be signed by an individual authorized to bind the contractor to its provisions.
  2. Proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the City has determined that no additional clarifications or revisions of offers shall be accepted.
  3. Is an irrevocable offer and may not be withdrawn within 90 days after the deadline for submission. Requests for clarifications or revisions automatically establish a new 90-day period.
- B. **Proposal Costs:** The City is not liable for any costs incurred by contractors in the development of their proposals.
- C. **Exceptions To Contract Terms And Specifications:** Offeror shall clearly identify and reference by paragraphs any proposed deviations from the Contract Terms or Scope in the RFP. Exceptions shall include, the Offeror's proposed substitute language. If no exceptions are noted in the Offeror's proposal, the City will assume complete conformance with this specification and the successful Offeror will be required to perform accordingly. Proposals submitted not meeting all requirements may be rejected.

### 4.2 SUBMITTAL REQUIREMENTS (provide the following documents in a SEALED envelope/box):

Submit online your proposal **IN THIS ORDER** in **ONE PDF** (please do not upload multiple files):

**A table of contents and page numbers would be appreciated and very helpful**

1. Your proposal, organized as requested in section 4.3 on the next page. A table of contents and page numbers would be extremely helpful.
2. SIGNED and completed offer section on the Offer and Acceptance Form
3. Completed DBE forms contained in Attachment A

### Instructions for online submittal: **DO NOT EMAIL PROPOSALS**

- <http://battlecreekmi.gov/228/Purchasing>
- Follow the link to the VendorRegistry page or email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for links.
- Register as a vendor if you have not already
- Navigate to this RFP (name and number on the front page)
- Click on "Submit bid" and follow the instructions
- You may rescind your proposal in the system at any time before the due date/time
- Secure: City staff can see who has submitted, but the system will not allow City staff to see submittal content until after the deadline has passed.
- If you have questions about the process in VendorRegistry, please use their "help" function. They are extremely helpful. City staff can't see what the vendor sees, so we are unable to help.

### **4.3 EVALUATION CRITERIA:**

All proposals received will be evaluated by the City of Battle Creek for the purposes of selecting a firm. Evaluations will be a multi-tier process.

The following factors, listed in relative order of importance, will be considered in making the selection. The response to this RFQ shall focus on these criteria, and shall be submitted in the same order as requested and must contain, at a minimum, all of the items listed below. Price will not be a factor in evaluation.

#### **TIER I: QUALIFICATIONS**

##### **A. FIRM QUALIFICATIONS**

1. Provide detailed description of similar projects that your firm has been involved in the past 2 years, including contact names and phone numbers.
2. Provide a minimum of five (5) references for customers of a similar scope and size (preferably government entities). Include contact name and email.
3. Describe the nature of any special approaches or methodologies used which the firm believes are unique.

##### **B. PERSONNEL QUALIFICATIONS**

1. List each member of the proposed team and include a detailed resume for each.
2. Provide an in-depth history of the relevant experience of the proposed team manager(s) for both the specifications writing/drawings and construction administration.
3. Provide at least five relevant references for the team manager(s), including a contact name and email.

##### **C. WORK PLAN**

1. Provide a detailed list of tasks you would complete for both specification/drawing development and construction administration.

#### **TIER II: INTERVIEW**

- D. The City may or may not conduct interviews

#### **TIER III: PRICE** submit only upon request. Not used to determine award.

- C. PRICE: The firm selected after the Tier I and possible Tier II process will be informed that they were the selected firm and will be awarded the contract on a qualifications basis only. Only then will the City request pricing.

## 5.0 - SCOPE OF WORK

### 5.1 BACKGROUND

Through routine maintenance activities, it has been determined that it is time to rehabilitate the Air Traffic Control Tower. Construction of this building was completed in 2005 and components of the original construction are reaching the end of their useful life and needing rehabilitation.

### 5.2 DESCRIPTION OF WORK TO BE PERFORMED

As part of this process, the City is seeking a consultant to provide services to ensure the project runs smoothly. Some of those tasks would be, but not limited to, and contractor shall:

Specifications and Drawings:

- Perform an assessment to determine the items requiring rehabilitation.
- Develop appropriate plans and specifications suitable for bidding. The City's Purchasing department will draft and accept the bids.
- Assist with the evaluation of bids and conduct post-bid interviews, if necessary.

Construction admin services:

- Ensure timeliness of the project (materials and labor issues)
- Ensure project is being built as per drawings and specifications
- Handle change orders
- Enforce building codes
- Facilitate communication between client, project team and sub-contractors
- Handle all project paperwork
- Collect and verify certified payrolls and prevailing wages compliance

### 5.3 QUALIFICATIONS

This is a qualifications based selection, so do not provide pricing with your proposal. Some of the qualifications required would be:

- **Planning:** The ability to schedule and prioritize individual contributions to meet deadlines is essential for a construction administrator. As a construction site may have many contractors working on different things simultaneously, the administrator coordinates them all.
- **Excellent written and verbal communication:** Writing monthly progress reports, proposals and other project documentation requires good writing ability. Being able to identify and understand the needs of project team members and facilitating collaborative problem-solving is useful for an administrator.
- **Attention to detail:** Construction administration involves ensuring the accuracy of all project documentation and paying careful attention to law and regulation compliance. Non-compliance may slow the project down due to seeking out compliance before continuing.
- **Professionalism:** For an administrator on a construction site, the ability to maintain a professional demeanor, stay positive under the pressure of deadlines and challenges is valuable, as construction involves many quick decisions.

## 6.0 - OFFER AND ACCEPTANCE FORM

### TO THE CITY OF BATTLE CREEK:

We hereby offer and agree to furnish the materials, transportation or service in compliance with all terms, conditions, specifications, and amendments in the Request for Qualifications and any written exceptions in the offer. We understand that the items in this Request for Qualifications, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete and states that they have the authority to submit this proposal, which will result in a binding contract if accepted by the City of Battle Creek.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

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

\_\_\_\_\_  
Title

For clarification of this offer, contact:

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

---

### ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Qualifications, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 2024-032Q. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.

### COUNTERSIGNED:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

### APPROVED AS TO FORM BY:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Witness Signature

Rev March 2022

\_\_\_\_\_  
Date

## ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORM

### I. YOUR FIRM'S BACKGROUND:

Is your firm an MBE (at least 51% minority ownership)? \_\_\_\_ YES \_\_\_\_ NO

Is your firm a WBE (at least 51% woman ownership)? \_\_\_\_ YES \_\_\_\_ NO

Are you subcontracting any part of this project? \_\_\_\_ YES \_\_\_\_ NO

### II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____

## REQUEST FOR QUALIFICATIONS



# CITY OF BATTLE CREEK Consultant for Air Traffic Control Tower Rehabilitation

RFQ#: 2024-032Q

January 18, 2024



EXPERIENCE EXCEPTIONAL





**Multi-Discipline.  
Full-Service.  
Aviation  
Architecture  
Consulting.**



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    Five (5) references for customers of a similar scope and size

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    Proposed team

    History of the relevant experience

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    6.0 - Offer and Acceptance Form

    Attachment A - Disadvantaged Business (DBE) Form

January 18, 2024



Ms. Christine Huff  
City of Battle Creek  
Battle Creek, MI 49015

**RFQ#: 2024-032Q - City of Battle Creek - Consultant Services to Rehabilitate the Air Traffic Control Tower**

Dear Ms. Huff and selection committee,

Battle Creek Executive Airport (BTL) is a vital general aviation airport for the communities and economy of the greater Battle Creek area. Upheld for its excellent level of services, facilities, and capabilities, BTL has fostered unmatched community support, invested corporate and public agency partners, and longstanding relationships.

To that end, Mead & Hunt is excited for the opportunity to extend our relationship while continuing to serve in our role as trusted advisor, aviation planner, environmental planner, and aviation engineer for BTL and the City of Battle Creek. Having served as your consultant for over the past 23 years, our project team of aviation professionals and technical staff have frequently and successfully connected with airport leadership, staff, and tenants, to complete projects throughout planning, environmental, design and construction service phases. We look forward to working together, to build on past successes, which includes the original airport traffic control tower (ATCT) design and construction administration.

Mead & Hunt has assisted numerous airports with similar ATCT project work, including the Jackson County Airport (JXN) just up the road, in which we are currently completing ATCT rehabilitation and enhancement efforts. This included assisting JXN in the successful acquisition of Bipartisan Infrastructure Law (BIL) funding for contract towers in back-to-back years of '22 and '23 for these tower improvements.

Mead & Hunt is a full-service design team that offers aviation expertise in ATCT projects. We have 250 architects, planners, engineers, and support staff employees dedicated to aviation in over 45 offices nationwide. We have been serving airport clients since the 1940s, and have earned a stellar reputation in the aviation industry; 80+ years of accumulated experience and lessons-learned that the City of Battle Creek will be able to take advantage of by way of maximum value creation and minimizing budget concerns. We are well-versed in airport and aviation design, delivering more aviation capital projects in the state of Michigan each year than any other consultant.

Mead & Hunt is respectfully submitting this response to your Consultant for Air Traffic Control Tower (ATCT) Rehabilitation request. In addition to our in-house technical planning, design, and construction expertise, we've added a key consultant partner to deliver exceptional services for a successful project. Specifically:

- ◆ Specialty Consulting, Inc. (MBE) – (SPC) is a local leader in building envelope work, architecture, roofing systems, assessments, and preparing plans and specifications for bidding.

As a national aviation consultant, we bring coast-to-coast experience. This gives us insight into the latest aviation trends that include architectural and civil design legislation affecting our industry, funding opportunities, and regulatory changes. We offer practical and cost-effective solutions. We have a strong working relationship with the FAA Detroit Airports District office and MDOT Office of Aeronautics and understand their requirements for eligibility and funding for contract ATCT projects.

We love airports too, and are excited for the opportunity to build on our partnership with your team and to help the City meet its goals for the airport and ATCT. Within this SOQ, you will find we have the experience, staff, and capabilities to successfully deliver for the City of Battle Creek. Mead & Hunt will provide the high-level of responsiveness, service, technical skill and attention to detail that you should expect. We encourage you to call some of our other airport clients - you won't be disappointed! We have reviewed your proposed RFQ/contract terms and believe that, should we be selected for this important assignment, we will be able to conclude a mutually satisfactory contract with you.

Thank you,

A handwritten signature in cursive script that reads "Timothy J. Close".

Tim Close, PE, SE  
Project Manager/Day to Day Contact

A handwritten signature in cursive script that reads "Mark Breukink".

Mark Breukink, PE  
Principal in Charge



# QUALIFICATIONS

Our team specializes in aviation architecture at regional and small-hub primary airports.



## 1. Provide detailed description of similar projects that your firm has been involved in the past 2 years, including contact names and phone numbers.

Through 80+ years of nationwide aviation consulting experience, Mead & Hunt has developed a client-oriented approach focused on serving you and your unique needs. We understand that the City of Battle Creek's upcoming project requires a holistic approach, requiring a wide range of capabilities. Ninety-five percent of our work stems from repeat clients, proving our reputation has long been known for our attention to detail and our client's successes. Led by our proposed project manager located in Middleton, Wisconsin, Tim will leverage our Lansing, Livonia and Marquette, Michigan offices to provide full support and overall expertise. Recognizing that general aviation airports are challenged to do more with less, we've assembled a diverse, integrated team to successfully execute your program.

Below is a list depicting our ATCT projects, highlighting some of our aviation experience. In addition, Mead & Hunt provides non-airport municipal, public, federal and state clients services through on-calls and general consulting contracts across all of our business lines.

- ◆ Battle Creek Executive Airport – Battle Creek, Michigan
- ◆ Jackson County Airport – Jackson, Michigan
- ◆ Laughlin/Bullhead International Airport – Bullhead City, Arizona
- ◆ Aurora State Airport – Aurora, Oregon
- ◆ Chippewa Valley Regional Airport – Eau Claire, Wisconsin
- ◆ Kenosha Regional Airport – Kenosha, Wisconsin
- ◆ Missoula International Airport – Missoula, Montana
- ◆ State College Regional Airport – State College, Pennsylvania
- ◆ Waukesha County Airport – Waukesha, Wisconsin
- ◆ Wisconsin Air National Guard, Volk Field – Camp Douglas, Wisconsin
- ◆ Charles M. Schulz Sonoma County Airport – Santa Rosa, California
- ◆ Salem Municipal Airport – Salem, Oregon
- ◆ Denver International Airport – Denver, Colorado
- ◆ Jacqueline Cochran Regional Airport – Thermal, California
- ◆ Gary/Chicago International Airport – Gary, Indiana
- ◆ Green Bay Austin Straubel International Airport – Green Bay, Wisconsin
- ◆ Jackson Hole Airport – Jackson, Wyoming



# Jackson County Airport - Reynolds Field

JACKSON, MI

## ATCT Enhancements

After a BIL grant was acquired for \$2.2M to fund the construction of the ATCT improvements, and related consultation services Mead & Hunt was selected as the lead designer and engineering firm. The original ATCT which was constructed in 1962 consisted of a three-story building with a fourth level Cab for airport traffic control operations. After an assessment was performed Mead & Hunt identified potential improvements that involved upgrading, replacing, or modifying various elements of the facility to address deterioration, aging, energy efficiency, safety, aesthetics, and other conditions, some of which include:

- ◆ Replace windows – Levels 1-3 (curtain wall)
- ◆ Replace windows – Cab (frames and panes)
- ◆ Replace boilers and HVAC
- ◆ Update restrooms to meet ADA
- ◆ Add elevator to meet ADA (exterior or interior footprint)
- ◆ Update lighting and electrical systems for energy efficiency
- ◆ Replace ceilings, flooring, roof railing, and ladder
- ◆ Upgrade interior wall finishes and interior/exterior door finishes
- ◆ Modernize exterior appearance
- ◆ Improve appearance of interior stairway
- ◆ Replace carpet, ceiling, lighting in Cab

After evaluating the extent, potential cost and impact of each improvement, and the potential historical significance of the building and any improvements, the final scope of the work was established based on the airport's priorities and available funds. Base bid and alternate bid items were established to maximize use of those funds based on actual bids. The owner applied for and was awarded an additional BIL-FCT grant for \$786,000 in 2023 to fund the HVAC improvements and boiler replacement portions of the project. The new interior elevator will require modifications to adjacent spaces and foundations. The proposed improvements will not require modifications to any FAA equipment or disruption of tower operations in the facility.

### FIRM'S ROLE

- PRIME: Planning, Program and Project Management, Architecture, Construction Administration

### PROJECT DATA

- Start date: November 2022
- Completion date: November 2024 (est.)
- Cost: \$4.1M
- Size: 5,260 SF
- Deliverable method: Design/Bid/Build

Juan Zapata, Airport Manager  
3606 Wildwood Avenue  
Jackson, Michigan 49202  
517-788-4225  
[jzapata@mijackson.org](mailto:jzapata@mijackson.org)

CONTACT





# Battle Creek Executive Airport

BATTLE CREEK, MI

## FAA Hangar Renovation

The FAA Flight Inspection Services leases a hangar from the Battle Creek Executive Airport, it consists of a high bay building enclosing a hangar and a two-story support space with offices, shops, storage, and toilet facilities. The facility was originally constructed in 1992. For the owner and tenant's benefit upgrades to the existing facility included FAA requirements for leased spaces, energy improvements, upgrades to interior finishes, exterior envelope and miscellaneous age-related repairs, site upgrades and operational improvements.

Mead & Hunt reviewed available file data provided by the owner, and initially met with the owner and tenant to affirm the history and identify and clarify current issues based on input from airport and tenant staff. A master list and summary table of identified issues was prepared as a basis for ongoing investigation and evaluation. A second site visit was performed to further investigate field conditions associated with the various items identified. Each item was further evaluated in-house to explore causes and possible solutions as appropriate, and to assess preliminary projections of the associated costs of those solutions.

After reviewing the investigations completed under the investigations phase, the owner selected which of the various potential rehabilitation items they want to be included in the final design and bid documents for the project. To provide flexibility concerning final project funding, the various rehabilitation items were included either in the base bid or as alternate bid items in the bid documents based on priorities set by the owner.

### FIRM'S ROLE

- PRIME: Planning Program and Project Management, Architecture and Building Engineering

### PROJECT DATA

- Start date: 2018
- Completion date: 2021
- Cost: \$670,444
- Size: 40,900 SF
- Deliverable method: Design/Bid/Build

Miles Weaver, Assistant Airport Manager  
15551 S Airport Road  
Battle Creek, Michigan 49015  
269-966-3528  
mhweaver@battlecreekmi.gov

CONTACT



# Chippewa County International Airport

KINCHELOE, MI



## General Aviation Terminal

The Chippewa County Economic Development Corporation (CCEDC) opened their new General Aviation Terminal (GAT) at the Chippewa County International Airport (CIU), a long-term aviation client of Mead & Hunt. The new GAT replaced the existing 10,000 SF Weather Operations Building built in 1977. The new GAT is located on the site of the existing GAT but placed north of the current location of the existing facility. Thus, the new GAT is positioned to alleviate current site drainage issues between the existing GA terminal and apron.

The existing parking lot is reduced from 70 spaces to approximately 30 spaces including handicapped parking positions. Other site improvements included sidewalks, site lighting, utilities, and fencing improvements. The size and layout of the GAT is based on the two-level, preferred option as developed in the Concept and Budget Report (CBR) phase of the project. The GAT includes space for Customs and Border Protection (CBP) to clear international passenger arriving from general aviation aircraft.

With the help of Mead & Hunt CIU was able to apply and obtain FAA grant assistance to help fund the new structure. Mead & Hunt worked closely with airport engineers and airport staff to design a seamless building that met all their needs.

### FIRM'S ROLE

- PRIME: Planning Program and Project Management, Architecture, Structural Engineering, Civil Engineering, Electrical Engineering, BIM Design

### PROJECT DATA

- Start date: August 2021
- Completion date: December 2022
- Cost: \$8M
- Size: 10,272 SF first floor
- Size: 4,053 SF second floor
- Deliverable method: Design/Bid/Build

Tami Beseau, Airport Manager  
5019 West Airport Drive  
Kincheloe, Michigan 49788  
906-495-5631  
chippewacountyairport@outlook.com

CONTACT





# Marquette Sawyer Regional Airport

GWINN, MI



## Hangar 665 Expansion and Waterman Upgrade

The project included the expansion of existing Hangar 665 to accommodate the Embraer E-Jet 175 aircraft. The expansion consisted of an approximately 20,500 SF addition to the 30,000 SF existing facility. The volume of the combined existing and new space accommodates the required height and width of two aircraft parked adjacent to one another with a 10'-0" wing tip to wing tip clearance.

The project included the addition of a high-expansion foam fire suppression system in Hangar 665. The existing fire suppression system was a water only system. Given the single fire area and hangar door height of Hangar 665, the current IBC and NFPA standards required a foam-water fire suppression system for this facility. A new foam-water storage tank was installed to capture the foam-water mixture resulting from a live test or an actual fire event.

New pumps were added to the existing Pump House to service the water supply demands from the new high-expansion foam fire suppression system in Hangar 665. The current water main providing service from the existing Pump House to Hangar 665 was up sized to accommodate the increased water demands of the new fire suppression system.

### FIRM'S ROLE

- PRIME: Planning Program and Project Management, Architecture and Building Engineering

### PROJECT DATA

- Start date: January 2021
- Completion date: March 2022
- Cost: \$7.9M
- Size: 47,541 SF

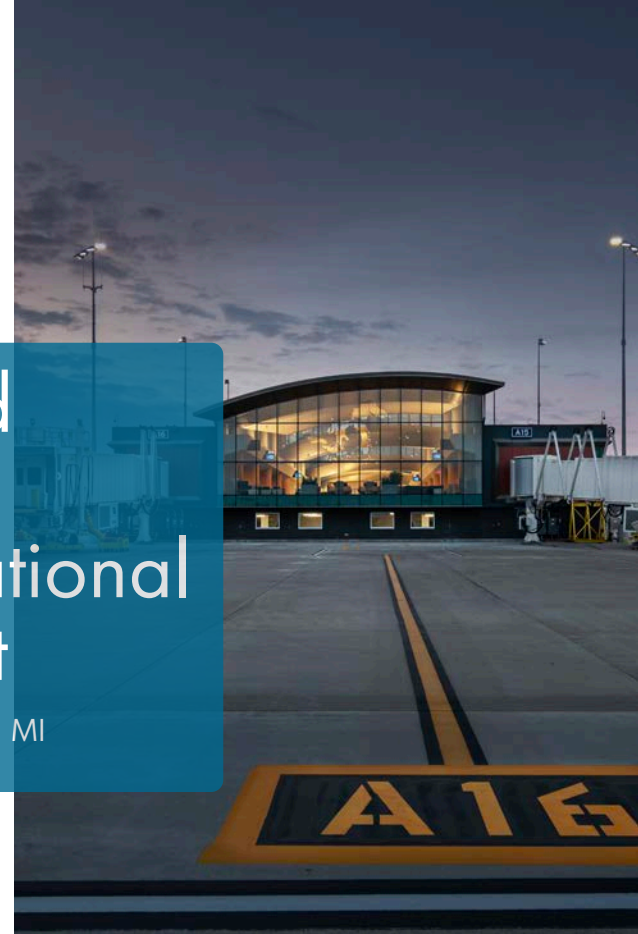
Duane DuRay, CM, Director of Operations  
125 G Avenue  
Gwinn, Michigan 49841  
906-346-3308  
dduray@mqtco.org

CONTACT



# Gerald R. Ford International Airport

GRAND RAPIDS, MI



## Concourse A Extension and Gate Utilization Study, Project Elevate

The Mead & Hunt team is providing architectural and engineering design and construction phase services for the 97,000 SF terminal expansion project at Gerald R. Ford International Airport (GRR). The proposed facility improvements are planned to provide additional and expanded hold rooms on Concourse A. These two work areas will be developed in similar but not identical schedules.

The terminal facility at GRR is comprised of a central terminal with security checkpoint which is connected to two Concourses – A and B. Concourse A contains seven aircraft gates with hold rooms and Concourse B contains eight gates. Concourse A is too narrow to accommodate the growth experienced at GRR. Further, master plan projections indicated that 15 gates would be insufficient to support increasing operations in the near future. The airport is looking at an expansion of Concourse A to the south, increasing the number of gates and hold rooms available at the airport.

Mead & Hunt is worked with airport staff to define and refine project elements and scope as an extension of the sense of place established through the existing concourses. The team is providing design and construction phase scheduling to facilitate uninterrupted airport operations during construction. In addition, the Mead & Hunt team is providing cost estimating at each phase, making recommendations on construction delivery methods, and recommending concessions and retail for new spaces.

### FIRM'S ROLE

- PRIME: Planning Program and Project Management, Interiors, Mechanical, Electrical, Plumbing, Fire Protection

### PROJECT DATA

- Start date: September 2018
- Completion date: January 2024
- Cost: \$110M
- Size: 97,000 SF

Casey Ries, Engineering & Facilities Director  
5500 44th Street SE  
Grand Rapids, Michigan 49512  
616-233-6040  
cries@grr.org

CONTACT





# Chicago Midway International Airport

CHICAGO, IL

## Terminal Assessment

The Midway International Terminal Complex is approximately 960,000 SF in total building area. Services provided by SPC included assessment of the condition of buildings exterior facades, structural frame, glazing and roofing systems and identification of any observable structural, masonry and roof deficiencies. Work was completed utilizing ArcGIS survey generated report prepared in conjunction with Mead & Hunt for the Chicago Department of Aviation (CDA).

### FIRM'S ROLE

- SUB: Field Inspections and Assessment Report

### PROJECT DATA

- Start date: October 2022
- Completion date: March 2023
- Cost: \$111M
- Size: 468,000 SF
- Deliverable method: Technical Report



**SPECIALTY CONSULTING, INC.**

*Architects, Engineers & Scientists*

Edgar Bajana, Coordinating Planner 1  
10510 W. Zemke Road  
Chicago, IL 60666  
773-686-6727  
edgar.bajana2@cityofchicago.org

CONTACT



# Chicago Midway International Airport

CHICAGO, IL

## Economy Parking Structure, Consolidated Rental Car Facility and Condition Assessment

SPC is conducting an on-site visual examination, supplemented with a selective non-destructive assessment testing by means of the chain dragging method. This examination observes the general conditions of two pre-cast concrete parking structures, a fueling station and vehicle car wash facility. The assessment report includes the results of the field investigations, code analysis, documentation of existing conditions, photo documentation, review of record plans and provision of recommendations.

### FIRM'S ROLE

- SUB: Field Inspections and Assessment Report

### PROJECT DATA

- Start date: June 2023
- Completion date: Ongoing
- Cost: \$137,720
- Size: 499,390 SF
- Deliverable method: Technical Structural Report



**SPECIALTY CONSULTING, INC.**  
*Architects, Engineers & Scientists*

Edgar Bajana, Coordinating Planner 1  
10510 W. Zemke Road  
Chicago, IL 60666  
773-686-6727  
edgar.bajana2@cityofchicago.org

CONTACT





# Chicago Midway International Airport

CHICAGO, IL

## Atlantic Aviation Condition Assessment Buildings 15, 16, & 18

The project includes Atlantic Aviation Hangar 1 with 30,964 SF and Atlantic Aviation Hangar 2 with 22,776 SF and Maintenance Annex with 7,100 SF. Services provided by SPC included assessment of the condition of buildings exterior facades, structural frame, glazing and roofing systems and identification of any observable structural, masonry and roof deficiencies. Work was completed utilizing ArcGIS survey generated report prepared in conjunction with Mead & Hunt for the Chicago Department of Aviation (CDA).

### FIRM'S ROLE

- SUB: Field Inspections and Assessment Report

### PROJECT DATA

- Start date: October 2022
- Completion date: December 2022
- Cost: \$34,808
- Size: 94,409 SF
- Deliverable method: Technical Report



**SPECIALTY CONSULTING, INC.**  
*Architects, Engineers & Scientists*

Edgar Bajana, Coordinating Planner 1  
10510 W. Zemke Road  
Chicago, IL 60666  
773-686-6727  
edgar.bajana2@cityofchicago.org

CONTACT



2. Provide a minimum of five (5) references for customers of a similar scope and size (preferably government entities). Include contact name and email.

**City of Battle Creek FAA Hangar**

Miles Weaver, Assistant Airport Manager  
15551 S Airport Road  
Battle Creek, Michigan 49015  
269-966-3528  
mhweaver@battlecreekmi.gov

**Jackson County Airport ATCT Enhancements**

Juan Zapata, Airport Manager  
3606 Wildwood Avenue  
Jackson, Michigan 49202  
517-788-4225  
jzapata@mijackson.org

**State College Regional Airport ATCT**

Bryan Rodgers, CM  
2535 Fox Hill Road  
State College Pennsylvania, 16803  
814-865-5511  
bqr3@psu.edu

**Chippewa County International Airport GA Terminal**

Tami Beseau, Airport Manager  
5019 West Airport Drive  
Kincheloe, Michigan 49788  
906-495-5631  
chippewacountyairport@outlook.com

**Midway Airport, Various Projects (SPC Reference)**

Edgar Bajana, Coordinating Planner I  
10510 W. Zemke Road  
Chicago, IL 60666  
773-686-6727  
edgar.bajana2@cityofchicago.org



### 3. Describe the nature of any special approaches or methodologies used which the firm believes are unique.

At Mead & Hunt while we have a traditional process to guide us, we recognize that no two projects are identical, and each requires adaptations to address nuances. Once we establish a specific approach for a project, the team follows it through to completion, maintaining project goals and budget. We accomplish this through clear and frequent communication each step of the way, with not only our internal project team, but also with our client, stakeholders and various funding or permitting agencies, where appropriate.

Mead & Hunt's technical approach includes the following unique key steps that are further explained in the following sections:

1. Initial Coordination and Planning
2. Investigations and Design
3. Quality Assurance/Quality Control (QA/QC)
4. FAA Coordination and Compliance Review

#### **1. INITIAL COORDINATION AND PLANNING**

The key to any successful project is understanding the client's needs. From inception of the project, the design team will foster a free flow of communication. This will start at the project kick-off meeting and continue during regularly scheduled progress meetings throughout the project. The teams' vast airport experience provides us with a unique understanding of complexity involved in this type of project. We will use this knowledge to assist the BTL in developing a project schedule with milestone dates, identifying priorities and challenges, and assisting with early stakeholder coordination to remove potential hurdles early in the process.

#### **2. INVESTIGATIONS AND DESIGN**

The design team specializes in the design, evaluation, repair, and restoration of various types of facilities. These specialized services include but are not limited to concrete structures, building envelope, including exterior walls, facades, windows, and roofing systems. All of which are pertinent to this Airport Traffic Control Tower Rehabilitation project.



For this project, an evaluation of the concrete control tower structure will be undertaken. An on-site investigation will be performed which includes photo documentation of the existing structure. Non-destructive testing procedures will be conducted while on site to determine if surface deterioration such as honey combing or delamination exists within the concrete interface.

In addition, concrete core samples will be extracted while on site for laboratory analysis. The core samples will be tested, examined, and evaluated petrographically by a certified petrographer. The purpose of this test will be to determine if any unusual deterioration is present such as reactive aggregates and or chloride contamination. All collected data will be used to evaluate the structural integrity of the tower.

### 3. QA/QC

The design team has an extensive quality assurance approach. Our QA/QC process for this project will implement a Level I and a Level II QA/QC review. The Level I review involves the most fundamental QA/QC process (checks done within the project team). The Level II QA/QC review consists of independent reviewers not directly involved in the project design and is additional to Level I. Therefore, this project has an extra, outside check, allowing us to minimize bid addenda and to limit or avoid issues during construction.

Mead & Hunt's established quality control program incorporates guidelines published in the *Professional Engineers in Private Practice Handbook* of the National Society of Professional Engineers (NSPE) and the *Architect's Handbook of Professional Practice* of the American Institute of Architects (AIA).

### 4. FAA COORDINATION AND COMPLIANCE REVIEW

Mead & Hunt will meet with BTL and the FAA DET-ADO early in the design phase to coordinate the proposed design with FAA design guidance and the procurement documents in regard to federal funding requirements, particularly related to potential FAA Bipartisan Infrastructure Law (BIL) and/or AIP funding requirements. Meeting with the FAA early during design will allow for various design issues to be identified and will therefore, expedite the review and approval. In addition, any nonstandard aspects of the project will be highlighted, discussed and resolved.



# PERSONNEL QUALIFICATIONS

1. List each member of the proposed team and include a detailed resume for each.

## CITY OF BATTLE CREEK

+ Mead & Hunt  
+ Specialty Consulting, Inc.



Project Manager/City's Day to Day  
Contact  
Tim Close, PE, SE +



Principal in Charge  
Mark Breukink, PE +



### Engineering Services

Structural Engineering  
Brent Ballweg, PE +  
K. Nam Shiu, PE, SE +

NEPA Environmental  
William D. Ballard, AICP +



### Architectural Services

Project Architect  
Jeff Manzetti, AIA, NCARB, CDT, LEED AP  
BD+C +

Building Envelope Specialist  
Hector Castillo, RA, NCARB +

FAA Funding Manager  
Jeffrey E. Thoman, PE +



### Support Services

Construction Observation  
John Paul Minear, AIA, NCARB, CM +  
Aishwarya Patwardhan, LEED Assoc., NCARB +



## Tim Close, PE

### Project Manager/Day to Day Contact

Tim has considerable experience in all phases of industrial and aviation type projects, with responsibilities that include preliminary and final design. He develops plans and specifications and prepares construction cost estimates on rehabilitation, expansion, and new facilities.

Tim is responsible for design and construction duties to develop, expand, or renovate steel, concrete, masonry, and timber structures. He is responsible for code compliance of plans and specifications, including wind and load capacities. He has had project responsibility for primary structural design and project coordination.

#### EDUCATION

BS, Civil Engineering,  
University of Wisconsin

AS, Electrical Power  
Distribution, District 1  
Technical College

#### REGISTRATIONS

Registered Professional  
Engineer – Michigan,  
Colorado, Indiana, Iowa,  
Kansas, Minnesota,  
Missouri, New Mexico,  
Ohio, Pennsylvania, South  
Carolina, Virginia, West  
Virginia and Wisconsin

Registered Professional  
Structural Engineer –  
Arizona, Hawaii, Idaho,  
Illinois, Nebraska, Nevada,  
Oregon and Utah

Tim has specific experience in the structural design of ATCTs. He has completed vertical gravity analysis in conjunction with wind and seismic lateral analysis on ATCTs of various shapes and sizes. He has coordinated with architects to provide the structural design of tower cabs optimized with six and eight sides. Tim has designed tower shafts comprised of structural steel, poured-in-place concrete, precast concrete, or a combination thereof. He has also prepared structural designs for mat footing, pile supported, and spread footing foundation systems. Tim was the lead structural engineer for the ATCT at Battle Creek Executive Airport in Battle Creek, Michigan.

#### **Air Traffic Control Tower Battle Creek Executive Airport Battle Creek, Michigan**

Tim helped with the design and budgeting of this tower and base building. It consisted of a ground floor, three intermediate floors, junction floor, and eight-sided viewing cab. The air traffic control tower and base building are about 8,000 SF. The Cab is about 500 SF.

#### **Federal Inspection Station, Project Elevate Gerald R. Ford International Airport Grand Rapids, Michigan**

Tim is serving as the Lead for the Customs and Border Patrol (CBP) facility project. He is responsible for the development of the CBP, curbside, and terminal modifications. Mead & Hunt was selected to design a 400 passenger FIS facility with connection to two existing gates and an eight-gate concourse expansion.

#### **Wayne County Airport Authority/Detroit Metropolitan Airport North (Evans) Terminal Gate and Apron Expansion Detroit, Michigan**

Tim provided QA/QC for the structural design of the new gate additions to the North Terminal. Mead & Hunt was contracted to design a concourse expansion at the north end of the North Terminal at DTW. The project

included the addition of three new gates, concrete apron expansion for the gate stands, two new taxilanes to service the gates, five Remain Overnight (RON) aircraft parking positions, a Ground Service Equipment (GSE) storage area apron, and new perimeter security improvements.

#### **Upgrade Hangars, 600 Series/402 Hangar Improvements Sawyer International Airport Gwinn, Michigan**

The project consists of various improvements to multiple aircraft hangars. Hangars 400, 402, 423, 424, and 425 of the 400 series aircraft hangars were upgraded as were hangars 661, 662, 663, 664, 665, 666, and 667 of the 600 series hangars.

#### **Passenger Terminal Addition Pellston Regional Airport Pellston, Michigan**

As project manager and lead structural engineer, Tim provided planning, design, and construction administration of an addition to an existing 34,548 SF, two-story passenger terminal. Mead & Hunt provided the initial planning, design, and construction administration for the original passenger terminal that was built in 2003.



## Mark Breukink, PE

### Principal in Charge

Mark has over 25 years of aviation planning and design experience, providing project management and technical analysis at airports from large-hub commercial service airports to single runway general aviation airports. His responsibilities on these projects have included ATCTs siting and line-of-sight analyses, airspace analyses, airfield design, airfield lighting and NAVAID design, development of facility expansion concepts and alternatives, ramp/airfield impacts, activity and fleet mix projections, space programming, airport master plans, environmental assessments, and Airport Layout Plan updating.

Mark has familiarity and experience on the application and use of FAA policies and criteria regarding justification, planning, siting, design, and implementation of both ATCT and NAVAIDs. Mark has extensive experience coordinating with the FAA on airport development projects and has participated in ATCT siting studies at the FAA's Airway Facilities Tower Integration Laboratory (AFTIL).

He has extensive experience presenting at and coordinating public informational meetings, stakeholder involvement meetings, FAA coordination meetings, airport board meetings, and planning and zoning commission meetings, and has also presented at aviation industry conferences.

#### EDUCATION

BS, Civil Engineering,  
Michigan State University

#### REGISTRATIONS

Registered Professional  
Engineer – Michigan,  
Illinois, Indiana,  
Pennsylvania

#### MEMBERSHIPS

ACI-NA Operations &  
Technical Affairs Committee  
Steering Group

#### **New Runway 5R/23L W.K. Kellogg Airport Battle Creek, Michigan**

Mark has been working for many years with the W.K. Kellogg Airport on their new runway program. He served as project manager for the planning efforts and as lead planner in addition to a QA/QC role on the design and construction phases. Due to the high number of operations and complex fleet mix, a 4,100-foot GA runway parallel to their 10,000-foot primary runway was constructed. The program included a relocated ATCT, corporate hangar relocation, new airport entrance road, wetland mitigation, relocated airport operations and maintenance facility, demolition of numerous facilities, aviation easement acquisition and clearing, and finally the construction of the 4,100-foot runway and full parallel taxiway.

#### **Concourse C Expansion, Baggage Claim Expansion, South Terminal Ticketing Expansion General Mitchell International Airport Milwaukee, Wisconsin**

Mark served as a member of a project team assembled to study options for the expansion of Concourse C, South Ticketing, and baggage claim facilities at General Mitchell International Airport. The project entails the planning and schematic design of the facility expansions, including a six to eight gate concourse expansion, ticketing building expansion, and baggage claim area expansion/reconfiguration. As part of this effort, Mark was responsible for aircraft parking analyses, airside planning, concourse expansion concepts, ramp/airfield impacts, ATCT line-of-sight analyses, activity projections,

terminal facility requirements and analysis, and environmental review.

#### **New Parallel Runway Benefit-Cost Analysis – Project Management W.K. Kellogg Airport**

##### **City of Battle Creek, Battle Creek, Michigan**

A benefit-cost analysis of proposed parallel Runway 5R/23L and its associated improvement projects was prepared for W.K. Kellogg Airport. The analysis was conducted in accordance with FAA Airport Benefit-Cost Analysis Guidance for capacity projects seeking in excess of \$5M dollars of discretionary money from the FAA Airport Improvement Program (AIP). The proposed action of this project included constructing parallel Runway 5R/23L and a full length parallel taxiway system to support Runway 5R/23L. The proposed action was needed to increase capacity and to reduce delays, to reduce inefficient traffic flows, reduce safety issues, and mitigate the loss of business. Additional items associated with construction of Runway 5R/23L included acquisition of aviation easements, removing a corporate hangar building, removing the old airport maintenance buildings, relocating Airport Drive, and constructing a perimeter service road. Project costs included in the benefit-cost analysis include design, engineering, administration, acquisition, and construction costs.

The additional operation and maintenance (O&M) costs estimated to be incurred by the airport beginning with the completion and opening of Runway 5R/23L were also included in this analysis of the project.





## Jeff Manzetti, AIA, NCARB, CDT, LEED AP BD+C

### Project Architect

Jeff is an architect with a wide variety of skills and knowledge that range from creative design thinking to managing construction and all the business-related phases in-between. With over 10 years of experience, Jeff has developed a love for the code and life safety. Jeff has worked and grown into a specialist providing the required analysis for complex projects. As a licensed architect, Jeff's strength is project organization and developing a clear, step-by-step narrative to communicate the process and achieve client-focused goals.

Jeff's focus is on architecture and interiors and leading the code analysis and life safety design. He is also responsible for the building envelope and the performance of the exterior wall assembly. He sees that contract documents are produced per the agreed upon project delivery method and coordinated through the disciplines. He also administers any construction administration requirements.

#### EDUCATION

M Arch, Illinois Institute of Technology

BS, Interior Architecture, University of Wisconsin – Stevens Point

#### REGISTRATIONS

Registered Professional Engineer – Michigan, Wisconsin, Alaska, California, Florida, Hawaii

National Council of Architectural Registration Boards

LEED Accredited Professional BD+C

Green Business Certification Inc

NFPA 101 Life Safety certification

CxA+BE – Certified Commissioning Authority + Building Enclosure

BECxP – Certified Building Enclosure Commissioning Provider

#### MEMBERSHIPS

American Institute of Architects, Associate Member

International Code Council Building Safety Professional Member

Construction Specifications Institute

United States Green Building Council

#### Wayne County Airport Authority/Detroit Metropolitan Airport North (Evans) Terminal Gate and Apron Expansion Detroit, Michigan

Jeff is the project architect and Architect of Record assisting Wayne County Airport Authority (WCAA) with a significant Gate Utilization Improvement project. This work began as a study, analyzing options at the north terminal concourse to determine how best to accommodate American Airlines' aircraft parking requirements for three new gates. Our team engaged with the airport and the airlines' representative, offering several solutions which considered impacts to the hold rooms, boarding bridges, ramp fueling, and ultimately, impacts to air service. A direction was selected by the airport and we are now completing the construction documents to execute these improvements. This work will result in a significant improvement to service and safety for WCAA. As the Architect of Record and project architect, Jeff leads the building design professionals in executing the design into the agreed project delivery.

#### Terminal Upgrades Package 1 and Passenger Boarding Bridge Upgrades Dane County Regional Airport Madison, Wisconsin

The project expanded second floor hold rooms at two gates outward over the tug tunnel roof and renovated adjacent spaces and boarding bridges to eliminate existing interior ramps, maximizing hold room seating. All work was done during operation of adjacent gates

and concourse spaces, and sequenced to accommodate local business events which required full gate capacity at specific times during construction. The expansion required modification to existing structural systems and reinforcement of existing foundations. Extensive effort was required to reconfigure congested HVAC systems above the toilet and concessions areas. The expansion of the third floor operations center was added to the scope of work during construction of the new hold room work below, requiring a concentrated effort to design and incorporate the additional work to avoid construction delays. Configuration of new passenger boarding bridges were carefully coordinated to avoid conflicts between the new helical pile foundations and major underground utilities. Boarding bridge replacements were sequenced and gates temporarily reassigned to limit gate outages during the work.

#### Corporate Aviation Hangar General Mitchell Airport Milwaukee, Wisconsin

Jeff was responsible for producing the construction documents for a new private corporate hangar at General Mitchell International Airport. The project was a design/build effort and included a 25,000-SF hangar bay, a 5,000 SF attached storage shop bay, and a 4,000 SF administration office space.





## Hector Castillo, RA, NCARB

### Building Envelope Specialist

Hector has over 25 years of professional experience that has collaborated as an architect of record, pre-construction, peer and code review consultant, construction manager and owners representative. His experience includes architectural planning, design, general contracting, code review, contract document preparation and construction observation for commercial, educational, institutional, and public housing projects for both the public and private sectors. His responsibilities include preparing and reviewing construction documents utilizing CAD and BIM software, project management, site observation and technical report writing.

#### EDUCATION

B Arch, University of Illinois at Chicago

University Pedagogique Trois, Versailles, France

#### REGISTRATIONS

Registered Architect – Illinois, Indiana

National Council of Architectural Registration Boards

#### MEMBERSHIPS

OSHA 30-Hour Certified

Scaffold User Certified

Fall Protection Certified

#### Chicago Midway International Airport Terminal Complex

##### Chicago, Illinois

As a senior project manager, Hector oversaw a comprehensive evaluation of the Midway International Terminal Complex, spanning a total area of roughly 960,000 SF. This involved a detailed examination of the building's external facades, structural framework, glazing, and roofing systems. The primary objective was to identify any visible issues related to the structure, masonry, and roofing. The assessment was conducted using a report generated from an ArcGIS survey, which was prepared collaboratively with Mead & Hunt for the Chicago Department of Aviation (CDA).

#### Chicago Midway International Airport Atlantic Aviation

##### Chicago, Illinois

In his role as a senior project manager, Hector was responsible for overseeing the assessment of Atlantic Aviation's facilities, which comprise Hangar 1 (30,964 SF), Hangar 2 (22,776 SF), and the Maintenance Annex (7,100 SF). His team conducted a thorough examination of the condition of the buildings' exterior facades, structural frames, glazing, and roofing systems. The focus was on identifying any noticeable issues in the structural integrity, masonry, and roofing. This project involved the utilization of an ArcGIS survey-generated report, which was collaboratively prepared with Mead & Hunt for the CDA.

#### Chicago Midway International Airport Atlantic Aviation

##### Chicago, Illinois

Hector served as the architect for the five-story Consolidated Rental Car Facility (CRCF), the seven-story economy parking structure, a fueling station, and a QTA service building with a green roof. His responsibilities entailed evaluating current conditions through design reviews, conducting on-site visual inspections, executing selective nondestructive and partial destructive tests, and offering recommendations for necessary repairs to enhance the longevity of the parking structures.

#### Chicago Midway International Airport Windows

##### Chicago, Illinois

The rotunda building is a three story cylindric structure built with exposed concrete frame, pre-cast panels and steel frame curtain wall. The heating and refrigeration plant is a 40 FT high with a largely open interior space constructed with exposed structural steel columns and infilled with a steel curtain wall system.



## Brent Ballweg, PE

### Structural Engineer

Brent is noted for his design and management experience with structural steel, concrete, masonry, and wood structures. As a structural engineer, he has been responsible for preparing construction documents, details, and calculations. Brent has also provided construction support by reviewing shop drawings and resolving construction issues with contractors and clients.

#### EDUCATION

MS, Civil and Environmental Engineering  
- emphasis in Structures,  
University of Wisconsin –  
Madison

BA, major in Architecture,  
minor in Spanish, University  
of Minnesota – Twin Cities

#### REGISTRATIONS

Licensed Professional  
Engineer – Michigan,  
Wisconsin, Arizona,  
Colorado, Idaho,  
Indiana, Iowa, Kansas,  
Massachusetts, Minnesota,  
Nebraska, New Mexico,  
South Dakota, Wyoming

#### MEMBERSHIPS

Structural Engineers  
Association of Wisconsin

National Council of  
Examiners for Engineering  
and Surveying

#### Relocate Building 710 to Guard East WI ANG

##### General Mitchell International ANGB, Wisconsin

The project includes the demolition and relocation of existing Building 710, the Vehicle Operations Parking Shed, from its current location at the south end of the Guard property to the new area east of the railroad tracks, referred to as "Guard East." The new location will be adjacent to the south edge of the paved parking lot on the south side of Grange Avenue. Brent performed structural engineering and design for the new pre-engineered metal building including review of current building codes and regulations for determination of updated loadings and design requirements. He also provided foundation system analysis and design, and design of the slab-on-grade for vehicle usage.

#### Alter Building 406 WI ANG

##### Truax Field ANGB, Wisconsin

Performed structural engineering and design including gravity and lateral force resisting systems for superstructure. General system upgrades provided replacement of aged and inefficient mechanical, plumbing, wastewater, electrical, and technology systems. Exterior envelopes are being upgraded to improve thermal efficiencies and aesthetics consistent with new Base standards and site improvements are being provided for proper drainage. Providing anti terrorism/force protection control around each building.

#### Terminal Renovation Big Bear Airport

##### Big Bear, California

The existing Terminal Building was originally constructed in 1982. It is primarily a wood-framed structure, two stories in height, with a steep slope (approximately 4:12 slope) roof. The ground floor consists of three independent suites connected by an open-air courtyard space, fully covered by the second floor and roof. The second floor is supported by the ground floor bearing walls/columns and is fully enclosed. The total existing building area is approximately 29,000 SF. The existing building suffered from aged and malfunctioning mechanical systems and a deteriorating and leaking exterior building envelope. The overall goal of this project was to repair the existing building envelope and mechanical systems, enclose the ground floor, and renovate the existing spaces to allow better utilization of the building.

#### Hangar 649 Overhead Hoists ND ANG

##### Grand Forks AFB, North Dakota

Hangar 649 is not equipped with an overhead hoist system for the required maintenance of the RQ-4B Global Hawk aircraft. Brent performed a review of the available archive documents for the existing building with a focus on structural drawings, specifications, addenda, and geotechnical information. Brent also performed a condition assessment of the long span steel truss roof structure for the building for the proposed overhead hoist system loading.



## K. Nam Shiu, PE, SE

### Structural Engineer

Nam has over 45 years of experience identifying contributing causes of noted distresses and construction-related defects. Nam has worked with building owners, property management companies, insurance companies, healthcare facilities, and government agencies. Currently, he is experienced on facade and curtain wall evaluations; building leakage evaluations; distress investigation, expert witnessing, and repair design for corrosion-related deterioration.

His engineering experience included condition surveys, structural integrity appraisals, and recommending repair plans. He has investigated deteriorating pre-stressed concrete decks, pre-cast concrete and brick building facades, balconies, terraces, highway and railway bridges, and high-rise buildings. He is also familiar with non-destructive testing such as impact-echo tests and ground-penetrating radar tests.

#### EDUCATION

MS, Structural Engineering  
University of Illinois

BS, Civil Engineering, with  
highest honor University of  
Illinois

#### REGISTRATIONS

Licensed Professional  
Engineer – Michigan,  
Florida, New York,  
Minnesota, Colorado,  
Georgia, Texas

Licensed Structural  
Engineer – Illinois

#### Chicago Midway International Airport Terminal Complex Chicago, Illinois

Nam served as the senior structural engineer, the project spans around 960,000 SF. His role encompassed evaluating the condition of buildings, focusing on exterior facades, structural frames, glazing, and roofing systems. He identified any noticeable deficiencies in the structure, masonry, and roofing. The project, including an ArcGIS survey-based report, was completed in collaboration with Mead & Hunt for the Chicago Department of Aviation (CDA).

#### Chicago Midway International Airport Atlantic Aviation Chicago, Illinois

Nam held the position of senior structural engineer for Atlantic Aviation, encompassing Hangar 1 (30,964 SF), Hangar 2 (22,776 SF), and the Maintenance Annex (7,100 SF). His responsibilities involved evaluating the buildings' conditions, including their exterior facades, structural frames, glazing, and roofing systems, along with identifying any visible deficiencies in structure, masonry, and roofing. The project was completed with an ArcGIS survey-based report, developed jointly with Mead & Hunt for CDA.

#### Wayne State University Façade Restoration Detroit, Michigan

The scope of work included identifying the condition of the facade, and subsequent repair and replacement of deteriorated facade elements. Some structural members of the facade suffered severe deterioration and were replaced. This was a multi-year project.

#### Chicago Midway International Airport Parking Garages Chicago, Illinois

Nam served as the senior structural engineer for various structures including the five-story CRCF, the seven-story economy parking structure, a fueling station, and a QTA service building with a green roof. His duties involved assessing these structures through design reviews, on-site visual inspections, selective nondestructive and partial destructive testing, and providing repair recommendations to prolong their service life.

#### Andrews Air Force Base Airport Control Tower Andrews AFB, Maryland

The project involves evaluating a concrete control tower. It included on-site documentation, a memo with repair recommendations, and providing renovation details and specifications. SPC also conducted meetings and nondestructive tests like hammer tapping to assess subsurface issues in the concrete. A few core samples will be analyzed for deterioration, like reactive aggregates, to ensure the tower's structural integrity.

#### Walmart Store Structural Integrity Evaluation Cadillac, Michigan

The masonry perimeter walls of the store were visually and non-destructively examined for deficiencies. Scans were made to identify if there were missing vertical reinforcement bars in the concrete masonry wall blocks. Afterward, repair and retrofit schemes were designed and implemented.



## William D. Ballard, AICP

### NEPA Environmental

William (Bill) has more than 21 years of National Environmental Policy Act (NEPA) and regulatory permitting experience. He has successfully led and completed more than 40 NEPA and regulatory permitting projects including multi-million dollar environmental impact statements (EIS) and environmental assessments (EA). These studies evaluated the social, environmental, and economic impacts of large federal and state projects, including complex runway and taxiway extensions, runway safety area improvements, and road relocations. The projects included rigorous federal, state, and local agency coordination, innovative public involvement techniques, and a comprehensive understanding of impacts and mitigation requirements.

#### EDUCATION

BS, Environmental and Natural Resource Policy Studies, Michigan State University

AS, Geographic Information Systems (GIS), Lansing Community College

AA, Business Administration, Lansing Community College

#### REGISTRATIONS

American Institute of Certified Planners – AICP

#### MEMBERSHIPS

National Environmental Policy Act (NEPA) – Managing the Environmental and Transportation Process, Ohio Department of Transportation, 14-day training course

NEPA and the Transportation Decision Making Process, National Highway Institute and Wisconsin Department of Transportation, three-day training course

Access Management Training, Michigan Department of Transportation, one-day training course

Bill's most recent aviation environmental projects include project manager and lead author for EAs located at the Cherry Capital Airport located in Traverse City, Michigan, the Central Nebraska Regional Airport in Grand Island, Nebraska, McNary Field in Salem, Oregon, Stephenville Clark Regional Airport in Stephenville, Texas, and Midland International Air & Space Port in Midland, Texas. For each of these projects, Bill has been actively involved in the management, impact analysis, and agency coordination.

#### Environmental Assessment Cherry Capital Airport Traverse City, Michigan

The Cherry Capital Airport in Traverse City, Michigan developed plans for a 115-foot runway extension to their primary runway that would allow commercial aircraft to operate at full capacity. Environmental constraints around the airport included low income populations and environmental justice impacts, wetlands, cold-water trout streams, eagle habitat, coastal zones, residential and commercial impacts, and a military ammunitions dump. The project required an EA be completed to evaluate the social, economic, and environmental impacts of the proposed action. A Finding of No Significant Impact (FONSI) was issued in 2017 by the FAA. All tasks of the EA were led by Bill.

#### Environmental Assessment Cherry Capital Airport Traverse City, Michigan

The airport developed plans for an 800-foot runway extension to their primary runway that would allow commercial aircraft to operate at full capacity. Environmental constraints around the airport included environmental justice impacts, wetlands, cold-water trout streams, eagle habitat, coastal zones, residential relocations, road realignments, and a military ammunitions dump. The project required an EA be completed to evaluate the social, economic, and environmental impacts of the proposed action. A Finding of No Significant Impact (FONSI) was issued in 2011 by the FAA. All tasks of the EA were led by Bill.

#### Agency Permitting and Coordination Southwest Michigan Regional Airport Benton Harbor, Michigan

As part of a safety improvement project, over 2,000 feet of a regulated stream required relocation with 600 feet enclosed by 24-foot wide arch culvert. As a result, various state and federal resource agencies required stream mitigation due to such extensive impacts; however, state-wide stream mitigation regulatory guidance did not exist. Permitting a project such as this was new for the resource agencies and without regulatory guidance, the project hinged on coordination and relationships.

As a result, Bill led the permitting effort that required extensive coordination with various agencies to develop a final mitigation strategy that was accepted by all parties involved. Representatives from agencies such as the US Environmental Protection Agency (EPA), the United States Fish and Wildlife Service (USFWS), and the Federal Aviation Administration (FAA) flew in from across the country to meet and discuss their concerns and ultimately concur with the project design and proposed mitigation strategy that included long-term performance monitoring of the relocated creek. Environmental resources requiring permits included culverts, wetlands, floodplains, and streams.



## Jeffrey E. Thoman, PE

### FAA Funding Manager

Jeffrey is an airport engineer with more than 19 years of experience in surveying, design, and construction administration of aviation projects. His responsibilities include preliminary and final cost development; preliminary and final design of airfield pavement, drainage, geometrics, and lighting; and navigational aid (NAVAID) layout. Jeffrey's experience includes runway, taxiway, and apron design; runway and taxiway lighting design; parking lot and entrance road design; and design for clearing and grubbing projects for commercial and GA airports.

#### EDUCATION

BS, Civil Engineering,  
Michigan State University,  
East Lansing

#### REGISTRATIONS

Licensed Professional  
Engineer – Michigan,  
Indiana

Most recently, Jeffrey was the lead designer for a \$6.7M runway at the Battle Creek Executive Airport in Battle Creek, Michigan. The project included the design of Runway 5R/23L (4,100 feet by 75 feet) and parallel taxiway, including edge lighting, NAVAIDs (REILs and PAPIs), and a new mid-field electrical vault. In addition, the project included the relocation of a cold storage building, demolition of a corporate hangar, construction of a new corporate hangar, utility relocations requiring coordination with several utility companies, and the installation of a new drainage system to meet on-site detention requirements set forth by the city.

#### **Reconstruct Runway 5R/23L, Willow Run Airport** **Wayne County Airport Authority** **Ypsilanti, Michigan**

The project involved a complete reconstruction of the runway. The pavement was designed to handle B-747 traffic. The project included coordination with FAA for reconstruction of FAA owned NAVAIDS. The project included new centerline lighting as well as new paved shoulders and new height intensity edge lighting. The runway grade was raised as much as 19" in some areas to get the pavement out of the ground water. This also minimized the earthwork associated with grading the transverse runway safety areas. The airfield electrical duct system was also connected to the storm drainage system. There wasn't enough FAA funding to complete this project in one year. It was phased over two years. The centerline of the runway was raised nearly 2 feet in some areas. This involved designing a temporary wedge in the runway so it could be reopened for winter use. This project had multiple alternates in the bid packages so that we would be able to complete a project with whatever size project FAA was able to fund.

#### **Wide-Body Aircraft Parking Apron, Detroit Metropolitan Wayne County Airport** **Wayne County Airport Authority** **Detroit, Michigan**

As part of an on-call engineering services contract Mead & Hunt performed the engineering design and construction administration for a wide-body aircraft parking apron. The apron was designed to accommodate a single B747-400 or two C-17 aircraft and was connected to an adjacent

apron to provide flexibility in aircraft parking configurations. The design and construction was performed in accordance with the guidance of applicable FAA Advisory Circulars (AC) and other documents. Construction of a new 16,615 square yard concrete parking apron for wide-body aircraft included removal of an existing hangar building foundation and pavement section, relocation of existing utilities, and construction of a new Portland cement concrete (PCC) apron with hot-mix asphalt (HMA) shoulders. Additional work associated with this apron included airfield signing and lighting, associated grading, utilities, storm sewer, and electrical. The scope of the project and size of the concrete apron was revised at the client's request due to budget constraints one week prior to the bid advertisement date. Mead & Hunt reallocated additional design engineering resources and staff to the project to still provide bid documents by the bid advertisement date.

#### **Construct Midfield Terminal Building** **West Michigan Airport Authority** **Holland Michigan**

Construct a 7,500 SF general aviation terminal building, as well as a 100-stall parking automobile parking area and a 24,000 SY aircraft parking apron. The project also included installation of new utility and communication lines, as well as the relocation of the FAA ASOS. The project had challenging site conditions and extensive environmental aspects including wetland and floodplain mitigation as well as storm water detention requirements. In addition, the project budget was adjusted several times throughout the project.





## John Paul Minear, AIA, NCARB, CM

### Construction Observation

John Paul (JP) has more than 30 years of professional experience. At Detroit Metropolitan Airport (DTW) JP served as Deputy Director of Planning, Facilities Alterations Group Leader, and the ADA/Title VI Coordinator for the airport. JP brings a wealth of knowledge of airport planning having managed two master plans for the Wayne County Airport Authority (WCAA) at DTW and Willow Run Airports (YIP). At DTW, JP leveraged his architectural expertise leading the Facilities Alterations Group where he had oversight of planning, design, and construction of new and renovated facilities. He also led the airport's ADA/Title VI program which oversees accessibility and fairness in all airport facilities and programs

#### EDUCATION

M Arch, University of Michigan

B Arch, Lawrence Technological University

Post Graduate Studies, The Architectural Association (UK)

#### REGISTRATIONS

Registered Architect – Michigan, Guam, Northern Mariana Islands

National Council of Architectural Registration Boards

American Association of Airport Executives Certified Member

#### MEMBERSHIPS

American Association of Airport Executives

American Institute of Architects

#### Master Plan\*

##### **Detroit Metropolitan Wayne County Airport Romulus, Michigan**

JP managed the airport master plan, facilitated public engagement, and coordinated consultant work for internal and external stakeholders and government agencies. DTW, a large-hub airport, serves as the main commercial passenger airport for the southeast Michigan region. The past 20 years saw significant changes occur at DTW. The master plan provides a comprehensive, organized, and phased approach that will continue to guide current and future development.

#### Rental Car Facilities Improvement Project\*

##### **Detroit Metropolitan Airport Romulus, Michigan**

JP coordinated consultant work for many iterations of the planning and design of the rental car facilities improvements. Numerous sites were studied and considered as well as coordinated with the concurrent DTW master plan. Internal and external stakeholders have been guided through the ongoing planning process to find a mutually beneficial solution.

#### Master Plan\*

##### **Willow Run Airport Romulus, Michigan**

JP served as the project manager for the airport master plan, coordinating consultant work for internal/external stakeholders and government agencies. As an active general aviation (GA) and on-demand cargo airport, YIP is poised to continue to see investment and development because of the master planning efforts. Deferred maintenance over the years is remedied with the implementation of the master plan. Many improvements being offered will make YIP one of the aviation industry's most updated airfields in the region. Projects planned for the

near future allow the airport to configure itself into a safer, more user-friendly place to do business. Planning and implementation of these improvements are being done in phases as noted in the Master Plan.

#### East Campus Planning\*

##### **Wayne County Airport Authority Romulus, Michigan**

JP led the planning effort for integrating the maintenance department facilities and the historic executive terminal building while sensitively integrating future development.

#### Gateway Development Project\*

##### **Detroit Metropolitan Airport Romulus, Michigan**

JP led the planning effort for the conceptual design of the mix-use development along the main entrance and thoroughfare through the airport.

#### North Terminal Enhancements\*

##### **Detroit Metropolitan Airport Romulus, Michigan**

JP developed conceptual design options for design enhancements of the North Terminal, with a focus on developing southeast Michigan regionalism for DTW.

#### West Maintenance Complex Planning\*

##### **Wayne County Airport Authority Romulus, Michigan**

JP led the planning effort for conceptual design of the west maintenance complex and future development adjacent to the Airfield Operations Area (AOA). This is a multi-phased project that will enable the airport to provide revenue generating sites along the AOA.

*\*This project was completed while JP was employed with another firm.*



## Aishwarya Patwardhan, LEED Associate, NCARB

### Construction Observation

Aishwarya is a graduate from the University of Illinois Urbana-Champaign and has been working with Mead & Hunt since 2022 where she started as an intern and is now a full-time employee working as a designer. While at Mead & Hunt, she has been a part of projects that include Fort Wayne International Airport East Expansion where she was a part of the design and development of the project. Other projects include the Georgia Garrison Training Center, Central Wisconsin Airport, Selfridge Fire Station and Cherry Capital Airport at Traverse City.

#### EDUCATION

M Arch, University of Illinois, Urbana-Champaign

B Arch, University of Pune, India

#### REGISTRATIONS

LEED Green Associate

National Council of Architectural Registration Boards

Registered Architect - India

#### MEMBERSHIPS

AIA Detroit

#### Repair Work

##### Selfridge Air National Guard Base

##### Selfridge, Michigan

Aishwarya is helping with the design and repair work for the Selfridge Fire Station project. Selfridge Air National Guard Base (ANGB) is located near Mount Clemens, Michigan. The host unit is the 127th Wing of the Michigan Air National Guard. The Wing conducts refueling and fighter operations. It also supports the 107th Weather Flight.

#### Terminal Expansion

##### Fort Wayne International Airport

##### Fort Wayne, Indiana

Aishwarya helped with the design development for the east expansion of Fort Wayne International Airport. She was responsible for producing design alternatives as well as graphics and presentation required during the duration of the project. Fort Wayne Airport was categorized as a primary commercial service airport since it has over 10,000 passenger boardings (enplanements) per year.

#### Construction Administration

##### Cherry Capital Airport

##### Traverse City, Michigan

Aishwarya is a part of the team for Cherry Capital Airport at Traverse City which is currently undergoing work for its passenger boarding bridges and is to be followed by a terminal expansion project. She is responsible for coordinating the meetings and the internal workflow at Mead & Hunt.

#### Master Plan Update

##### Georgia Garrison Training Guard

##### Fort Stewart, Georgia

Aishwarya was solely responsible for generating the graphics required for presentation and documentation for the Georgia Garrison Training Center at Fort Stewart, Georgia. Fort Stewart - Hunter Army Airfield has won the premier Community of Excellence Gold Award an unprecedented seven times. Fort Stewart and Hunter Army Airfield integrates and delivers responsive services to our community that enable the unmatched readiness of our soldiers.

#### Master Plan

##### Central Wisconsin Airport

##### Mosinee, Wisconsin

Aishwarya is an integral part of the team and is working on the design and graphics for the master plan of the Central Wisconsin Airport (CWA). CWA is central and northern Wisconsin's premiere commercial and service airport. With daily non-stop service on American, Delta Airlines our passengers can get anywhere in the world from our hometown airport.



## 2. Provide an in-depth history of the relevant experience of the proposed team manager(s) for both the specifications writing/drawings and construction administration.

Tim Close has successfully performed as Project Manager for the design and construction administration phases of various aviation related facility projects. Tim managed projects where the form of owner-contractor agreement was design-bid-build, design-build, and construction manager at risk. Tim assisted the sponsor with finalizing the owner-contractor agreement and corresponding general conditions.

Recent projects include a \$110M Concourse Expansion and Widening project at the Gerald R. Ford International Airport, a \$7M Hangar Expansion and Fire Suppression project at the Marquette Sawyer Regional Airport, a new \$8M General Aviation Terminal at Chippewa County International Airport, and a new \$11M Customs and Border Protection Facility at the South Bend International Airport.

As Project Manager, Tim developed and wrote specifications for procurement requirements, contracting requirements and general requirements. Tim understands the federal requirements for those projects utilizing Airport Improvement Plan (AIP) Grants and/or Passenger Facility Charge (PFC) Program Funds. Tim has seamlessly incorporated appropriated federal requirements into those types of projects.

As Project Manager, Tim assembled the design team and construction administration team of architects, engineers, and specialty sub-consultants for the projects cited above and others. Tim develops the scope and fee for the owner-architect agreement and finalizes all sub-consultant agreements.

Tim oversees and coordinates across the design team to maintain progress and schedule during the design phases. Tim utilizes the schematic design (SD) phase, design development (DD), construction documents (CD) phase, and bid phase process for design. The sponsor is invited to participate in the regularly scheduled design meetings so that sponsor and stakeholder preferences are incorporated. At the completion of each phase, a page-turn progress meeting for all stakeholders is provided. Stakeholder review comments are incorporated prior to proceeding with the next phase.

Tim and the design team perform as the sponsor's representative throughout the construction administration (CA) phase. Tim utilizes the same design team for the CA phase. The background and backstory of design decisions made, are therefore maintained throughout the CA phase. Tim makes sure that the design team responds to Request for Information (RFI's) and submittals in a timely manner so as to not cause project delay. Tim reviews change proposal requests for pertinence and value. Tim processes resultant change orders. Tim supervises completion of the final construction contract report.



As a structural engineer, Tim has specific experience in the structural design of ATCTs. Tim has completed vertical gravity analysis in conjunction with wind and seismic lateral analysis on ATCTs of various shapes and sizes. Tim has coordinated with architects to provide the structural design of ATCT Cabs optimized with six and eight sides. Tim has designed ATCT tower shafts comprised of structural steel, poured-in-place concrete, pre-cast concrete, or a combination thereof. Tim has also prepared structural designs for ATCT foundations systems comprised of spread footings, mat slabs, and deep piles.

Tim was the lead structural engineer for the ATCT located at the Battle Creek Executive Airport (Battle Creek, MI). Tim was also the lead structural engineer for ATCTs located at the Kenosha Regional Airport (Kenosha, WI), the Waukesha County Airport (Waukesha, WI), and the Chippewa Valley Regional Airport (Eau Claire, WI).

### 3. Provide at least five relevant references for the team manager(s), including a contact name and email.

The following references are provided for our proposed Project Manager, Tim Close.

**Chris Olson, President**

Economic Development Corporation of Chippewa County  
906-495-5631  
chrisolson@chippewacountyedc.com

**Doug Sluiter, Project Administrator**

Tower Pinkster Titus Associates, Inc.  
606-719-4247  
dsluiter@towerpinkster.com

**Mike Daigle, Executive Director**

South Bend International Airport  
mdaigle@sbnair.com  
574-282-4590

**Tami Beseau, Airport Manager**

Chippewa County International Airport  
906-495-5631  
chippewacountyairport@outlook.com

**Casey Ries, Engineering & Facilities Director**

Gerald R. Ford International Airport  
616-233-6040  
cries@grr.org

**Duane DuRay, Director of Operations**

Marquette Sawyer Regional Airport  
906-346-3308  
dduray@mqtco.org

**Timothy O'Donnell, AAE, Airports Director**

Toledo-Lucas County Port Authority  
567-703-8629  
todonnell@toledoport.org





# Work Plan

Mead  
& Hunt

"Mead & Hunt worked closely with our staff in an efficient and timely manner, met our goals for maximum federal funding eligibility, and designed an environmentally efficient building which, first and foremost, has resulted in a measurable and significant improvement in our response time to the airfield to conduct snow and ice removal operations."

- Bradley S.  
Livingston, AAE,  
(former) Airport  
Director, Dane  
County Regional  
Airport



## 1. Provide a detailed list of tasks you would complete for both specification/drawing development and construction administration.

### SPECIFICATION AND DESIGN DRAWING DEVELOPMENT

The project manual will be comprised of two groups of specifications. There will be the procurement and contracting group of specifications and the technical group of specifications.

#### PROCUREMENT AND CONTRACTING SPECIFICATIONS

Close and continuous coordination with the sponsor, MDOT-AERO, FAA DET-ADO, and other stakeholders to incorporate their preferences and requirements for input to the procurement and contracting specifications will be needed, particularly related to potential FAA Bipartisan Infrastructure Law (BIL) and/or AIP funding requirements. The following tasks will be performed as requisites to establish and finalize the procurement and contracting specifications specific to this project.

- ◆ Determine the project schedule
- ◆ Determine the appropriate type of bid
- ◆ Determine the appropriate bid form and supplements
- ◆ Determine the appropriate bid security
- ◆ Determine required bidder qualifications
- ◆ Obtain available existing facility information
- ◆ Determine the appropriate project delivery method
- ◆ Determine the appropriate form of owner-contractor agreement
- ◆ Determine the appropriate general conditions of the owner-contractor agreement
- ◆ Determine general requirements/special conditions required of the funding agencies

#### TECHNICAL SPECIFICATIONS AND DESIGN DRAWINGS

The technical specifications will be developed in conjunction with the design drawings. For the function of the technical specifications is to provide detailed materials, product data, and processes in support of the design drawings. The following tasks will be performed as necessary steps to advance and complete the technical specifications and design drawings.

- ◆ On-site investigation to evaluate existing structural condition of the ATCT
- ◆ Perform non-destructive testing as part of the on-site investigation

- ◆ Photo documentation of the on-site investigation
- ◆ Perform a petrographic analysis on concrete core samples to examine the concrete matrix
- ◆ Classify structural and cosmetic deficiencies
- ◆ Determine repair process and procedures for each type of deficiency identified
- ◆ Provide a technical memorandum which incorporates and documents the on-site findings and the proposed repair methodologies
- ◆ Provide design drawings for bidding which represent the repair process and procedures found to be appropriate for this project

## CONSTRUCTION ADMINISTRATION

A design team and construction administrator will provide full construction administration services associated with the ATCT Rehabilitation project the Battle Creek Executive Airport. The construction administrator is the individual who will perform the regular field observations as described in detail below. The work of the construction administrator is recorded and described independent from that of the design team.

The pre-construction conference will be a virtual meeting with the Project Manager coordinating the meeting and represented at the meeting by the design team. The construction administrator will attend the meeting on-site.

Owner, architect, contractor (OAC) meetings will take place once per week for the construction duration. In general, the design team will attend the OAC meetings virtually while the construction administrator will attend the OAC meetings on site. The general contractor will lead the OAC meetings and provide the associated agenda and minutes. The OAC meetings serve as the platform for the contractor to review the project status with the sponsor and architect. A debrief of work completed, schedule updates, submittal status, and unresolved issues will be provided.

Internal design team progress meetings will take place once per week for the construction duration. Both the design team and construction administrator will attend the internal progress meetings virtually. The internal progress meetings are used to coordinate and track the progress of construction related work that is the responsibility of the design team and construction administrator. Such work may include submittal reviews, response to requests for information, evaluation of change proposals, and other issues for resolution.

The construction administrator will attend the OAC meeting as part of his/her on-site observations. The construction administrator will provide a daily field report for his/her days on-site as well

as a weekly FAA construction progress and inspection report. The construction administrator will also perform wage rate compliance interviews and certified payroll reviews.

The design team will observe the work at appropriate intervals throughout the project. The design team will attend the OAC meeting on-site corresponding to the week of the site observation and provide a field report for each site visit. The number of site visits performed by the design team will be determined at the conclusion of the design phase.

Specific tasks related to the construction administration service are indicated below:

- ◆ Project management and coordination
- ◆ Pre-construction meeting
- ◆ External meetings and coordination (OAC meetings and site observations)
- ◆ Internal meetings and coordination
- ◆ Contractor submittal and shop drawing review and processing
- ◆ Request for Information (RFI) response
- ◆ Pay application review
- ◆ Coordinate changes in the work
- ◆ Generate record drawings based on filed changes and contractor as-builts
- ◆ Operating & Maintenance (O&M) Manual review





# REQUIRED FORMS

## 6.0 - OFFER AND ACCEPTANCE FORM

### TO THE CITY OF BATTLE CREEK:

We hereby offer and agree to furnish the materials, transportation or service in compliance with all terms, conditions, specifications, and amendments in the Request for Qualifications and any written exceptions in the offer. We understand that the items in this Request for Qualifications, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete and states that they have the authority to submit this proposal, which will result in a binding contract if accepted by the City of Battle Creek.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

Mead & Hunt  
Company Name

2440 Deming Way  
Address

Middleton WI 53562  
City State Zip

*Mark Breukink*  
Signature of Person Authorized to Sign

Mark Breukink, PE  
Printed Name

Vice President  
Title

For clarification of this offer, contact:

Name: Mark Breukink, PE

Phone: 517-908-3119

Fax: 608-273-6391

Email: mark.breukink@meadhunt.com

### ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Qualifications, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 2024-032Q. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.

### COUNTERSIGNED:

City Manager Date

Witness Signature  
Rev March 2022

### APPROVED AS TO FORM BY:

City Attorney

Date

## ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORM

### **YOUR FIRM'S BACKGROUND:**

Is your firm an MBE (at least 51% minority ownership)? \_\_\_\_\_YES XNO

Is your firm a WBE (at least 51% woman ownership)?       YES   X  NO

Are you subcontracting any part of this project?   X  YES       NO

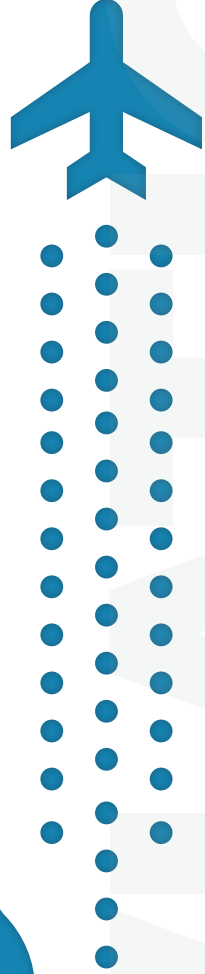
**SUBCONTRACTING INFORMATION:** If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
Specialty Consulting, Inc.	Chicago, IL	Architecture, Building Envelope	Y / N	Y / N	\$ TBD
			Y / N	Y / N	\$

Mead  
& Hunt

MEADHUNT.COM



## PROJECT UNDERSTANDING

This project is located at the Battle Creek Executive Airport at Kellogg Field (BTL) in Battle Creek, Michigan. We understand that the existing Air Traffic Control Tower (ATCT) is 20-years old. As such, there are various elements, components, and equipment that are non-functional or in a state of disrepair.

BTL has identified two (2) items for immediate inclusion into a Bid Package for mitigation and replacement. BTL has recognized three (3) items which need further evaluation to establish if they should be replaced, repaired, or unimproved.

This project will contain a single Task 01. Task 01 will consist of an Immediate Needs Bid Package.

### TASK 01: IMMEDIATE NEEDS BID PACKAGE

Items for inclusion into the Immediate Needs Bid Package (INBP) are as follows.

- **Precast Concrete Shaft**

Cracks have appeared in the precast concrete shaft of the ATCT over time. Surface cracks and through-cracks have been noted. A Record Drawings Review will be performed to determine the design criteria which formed the basis of the precast concrete shaft design.

A Field Visit for inspection of the precast concrete shaft will be undertaken to evaluate the nature of the cracks. The cracks will be categorized as structural or non-structural and corresponding mitigation measures will be included in the INBP. A refined Estimate of Probable Construction Cost will be provided based on the proposed improvements.

- **ATCT Equipment**

A review of the existing ATCT electronic equipment in the cab and support equipment locations in/on the ATCT structure and Equipment Room will be completed. A Field Visit for survey and inspection of the following existing equipment as provided by BTL will be completed for inclusion into the INBP.

- ✓ CM200/CM300 Series Mobile 2-way Radios
- ✓ Voice Communications Switching System
- ✓ DV Recorder
- ✓ Back-up Weather Sensor Translators
- ✓ Light Guns

A refined Estimate of Probable Construction Cost will be provided based on the equipment proposed for replacement.

### ESTIMATE OF PROBABLE CONSTRUCTION COST

The current Rough Order of Magnitude (ROM) estimate of probable construction cost for Task 01 Precast Concrete Shaft Crack Sealing is as follows.

- Precast Concrete Shaft Crack Sealing: **\$120,000**



The current Rough Order of Magnitude (ROM) estimate of probable construction cost for Task 01 ATCT Equipment is as follows.

•	CM200/CM300 Series Mobile 2-way Radios:	\$ 1,500
•	Voice Communications Switching System:	\$34,235
•	DV Recorder:	\$18,930
•	Back-up Weather Sensors:	\$65,000
•	(2) Light Guns:	<u>\$21,000</u>
•	Total Task 01 ATCT Equipment:	<b>\$140,665</b>

A detailed Estimate of Probable Construction Cost will be provided as part of the scope of services for this project. The estimate will cover cost items associated with the scope of Task 01.

Concurrent with the estimate, the percent of project that is eligible for Federal Aviation Administration (FAA) grant funding will be determined. Based on the percent eligibility findings, the federal, state, and local share of the project cost will be provided.

#### **DESIGN SCHEDULE**

The design project will be apportioned into Task 01 and Task 02 phases. Task 01 will commence prior to Task 02 as the Immediate Needs Bid Package is the critical path item. Task 02 will start immediately upon the completion of Task 02. We anticipate the following design periods for Task 01 and Task 02.

#### **TASK 01 DURATION**

Construction Documents Phase (CD):	(6) six weeks.
Bidding Phase (Bid):	(3) three weeks.
Total Task 01 Duration:	(9) nine weeks.

#### **SCOPE OF SERVICES DETAIL**

The Scope of Services detail listed below represents major cost items associated with our Design Phase Services. Designations are PM for Project Manager, AA for Project Assistant, A for Architect, S for Structural Engineer, M for Mechanical Engineer, E for Electrical Engineer, FP for Fire Protection Engineer, ATC for ATCT Planner, and BIM for Building Information Modeling Coordinator.

#### **TASK 01 CONSTRUCTION DOCUMENTS - SCOPE OF SERVICES**

01. The CONSULTANT will prepare Construction Documents for the SPONSOR's approval.
02. The Construction Documents will consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.
03. The CONSULTANT will incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

04. During the development of the Construction Documents, the CONSULTANT will assist the SPONSOR in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the SPONSOR and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The CONSULTANT will also compile a project manual that includes the Conditions of the Contract for Construction, Specifications and bidding requirements and sample forms.
05. The CONSULTANT will prepare a construction documents level estimate of probable construction cost.
06. The CONSULTANT will submit the Construction Documents to the SPONSOR and request the SPONSOR's approval.
07. The CONSULTANT will submit 90% complete Construction Documents and Estimate of Probable Construction Cost to the Federal Aviation Administration (FAA) for review and comment.

#### **TASK 01 CONSTRUCTION DOCUMENTS - DISCIPLINE DESIGN TASKS**

01. PROJECT MANAGEMENT (PM)
  - A. Site Visit
  - B. Assemble design team.
  - C. Establish project scope and fee.
  - D. Establish and manage subcontracts.
  - E. Prepare, update project work plans and tasks.
  - F. Prepare, update project work schedule.
  - G. Manage project budget and resources.
  - H. Set up and monitor project invoicing and accounting.
  - I. Manage project budget and resources.
  - J. Internal/subconsultant team coordination meetings.
  - K. Owner Communications.
  - L. Quality Control.
  - M. Coordinate internal project closeout.
02. ARCHITECTURAL (A)
  - A. Site Visit
  - B. Review existing ATCT architectural drawings.
  - C. Final Division 00 and Division 01 specifications.
  - D. Final opinion of probable construction cost.
  - E. Final FAA eligible percent determination.
  - F. Final federal and local share of project cost determination.
  - G. QA/QC
  - H. Construction Documents Drawings
    1. Final Cover Sheet
    2. Final Code Analysis Plan
    3. Final Architectural Backgrounds

4. Final Structural Backgrounds

03. STRUCTURAL (S)

- A. Site Visit
- B. Review existing ATCT structural drawings.
- C. Final structural discipline specifications.
- D. Generate Crack Map
- E. Assign structural and non-structural crack types to Crack Map
- F. Establish mitigation solution for structural crack type.
- G. Establish mitigation solution for non-structural crack type.
- H. Final opinion of probable construction cost.
- I. QA/QC
- J. Construction Documents Drawings
  - 1. Structural Design Criteria.
  - 2. Four (4) Exterior Concrete Shaft Elevations (Crack Maps).
  - 3. Concrete crack mitigation details

04. ATCT PLANNER (ATC)

- A. Site Visit
- B. Review existing ATCT equipment drawings.
- C. Final Equipment Technical Specifications
  - 1. CM200/CM300 Series Mobile 2-way Radios
  - 2. Voice Communications Switching System
  - 3. DV Recorder
  - 4. Back-up Weather Sensor Translators
  - 5. Light Guns
- D. Final opinion of probable construction cost.
- E. QA/QC
- F. Construction Documents Drawings
  - 1. Final Symbols, Notes & Diagrams
  - 2. Final Equipment Demolition Plan
  - 3. Final Equipment Replacement Plan

05. BIM MODELING (BIM)

- A. Generate as-built Architectural BIM Model
- B. Generate as-built Structural BIM Model
- C. CD Level Cross-Discipline BIM Model Final Coordination

06. SPONSOR/CONSULTANT CONSTRUCTION DOCUMENTS APPROVAL MEETING: VIRTUAL

- A. Attended by PM, A, ACT, S, and SPONSOR

- B. Present Construction Documents.
  - C. Incorporate SPONSOR comments.
07. FAA/CONSULTANT/SPONSOR CONSTRUCTION DOCUMENTS PRESENTATION: VIRTUAL
- A. Attended by PM, A, ACT, S, SPONSOR, and FAA
  - B. Present Construction Documents after incorporating SPONSOR comments from SPONSOR/CONSULTANT Approval Meeting.

**TASK 01 BID PHASE - SCOPE OF SERVICES**

- 1.0 Bidding Documents will consist of bidding requirements and proposed Contract Documents.
- 2.0 The CONSULTANT will organize and conduct a virtual pre-bid conference.
- 3.0 The CONSULTANT will prepare responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.
- 4.0 The CONSULTANT will evaluate requests for substitutions and will prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**TASK 01 BID PHASE DISCIPLINE DESIGN TASKS**

- 01. PROJECT MANAGEMENT (PM)
  - A. Respond to bidder questions.
  - B. Prepare technical clarifications for addenda.
  - C. Evaluate request for substitutions.
  - D. Pre-Bid Meeting
- 02. ARCHITECTURAL (A)
  - A. Respond to bidder questions.
  - B. Prepare technical clarifications for addenda.
  - C. Evaluate request for substitutions.
  - D. Pre-Bid Meeting
- 03. STRUCTURAL (S)
  - A. Respond to bidder questions.
  - B. Prepare technical clarifications for addenda.
  - C. Evaluate request for substitutions.
  - D. Pre-Bid Meeting
- 04. ATCT PLANNER (ATC)
  - A. Respond to bidder questions
  - B. Prepare technical clarifications for addenda
  - C. Evaluate request for substitutions
  - D. Pre-Bid Meeting

- 05. BIM COORDINATION (BIM)
  - A. Incorporate addendum items into BIM model.
  - B. Generate addendum drawings for distribution.
  - C. Generate Issued for Permit set.

**WORK NOT INCLUDED**

- 01. Update Airport Capital Improvement Plan (ACIP)
- 02. Grant Administration Assistance
- 03. Federal Grant Closeout Report
- 04. Work under other or previous contracts.
- 05. Meetings or site visits or overnight stays beyond those specifically noted.
- 06. Securing approvals of local neighborhood groups or other local agencies
- 07. 3D animations
- 08. Legal, property or easements surveys or recording
- 09. Delineation or establishment of new easements
- 10. Public meetings, hearings, or presentations
- 11. Independent Construction Testing or Code special inspections/testing
- 12. Construction surveying, layout or staking other than listed above.
- 13. Marketing, open-house, informational or promotional materials.

**END OF SCOPE OF SERVICES**

Task	Description	Direct Cost Labor	Expenses	Subconsultant	Total Cost
<b>Professional A/E Services</b>					
	<b>BASIC SERVICES</b>				
I.	Bid Pack - Precast Shaft	\$39,745	\$2,500	\$0	\$42,245
II.	Bid Pack - ATCT Equipment	\$24,549	\$2,000	\$0	\$26,549
III.	HVAC Study - NA	\$429	\$1,000	\$0	\$1,429
IV.	Interiors Study - NA	\$0	\$500	\$0	\$500
V.	Roof Study - NA	\$0	\$500	\$0	\$500
VI.	ATCT Equipment Study - NA	\$0	\$200	\$0	\$200
VII.	Project Mangement	\$11,526	\$3,000	\$0	\$14,526
VIII.	BIM Model	\$14,518	\$0	\$0	\$14,518
IX.	Vertical Access ROM	\$0	\$40,000	\$0	\$40,000
X.	blank2	\$0	\$0	\$0	\$0
XI.	blank3	\$0	\$0	\$0	\$0
XII.	blank4	\$0	\$0	\$0	\$0
	<b>Sub-Totals - Basic Services</b>	<b>\$90,766</b>	<b>\$49,700</b>	<b>\$0</b>	<b>\$140,466</b>
	<b>Special Services</b>	\$0	\$0	\$0	\$0
	<b>Sub-Total - Special Services</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Professional A/E Fee</b>	<b>\$90,766</b>	<b>\$49,700</b>	<b>\$0</b>	<b>\$140,466</b>

Input Sheet

Instructions  
Input OH and Profit, multiplier will be calculated automatically  
Input staff name (position, initials, W code role, and W code will auto populate)  
Input Position, i.e. PRI for Principal, PM for Program Manager, Arch for Architect etc. if needed  
Input W Code Role if needed.

Project Name:	BTL ATCT Immediate Needs Bid Package - Needs Study
Project Number:	02288800-240589.01
Date:	4/5/2024

Reimbursement type

M&H Rate Table

Phase Input Tabs

Job Data Input

OH Rate	Profit	Multiplier	Rate Schedule or Multiplier
1.8692	15%	3.2996	Multiplier

PROJECT MANAGEMENT

Position	Project Manager	Structural Engineer	Mechanical Engineer	Project Architect	Administrative Assistant	ATC Engineer	BIM Coordinator			
Staff Name	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM			
Staff Initials	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM			
W Code Role	PM	Structural	Mechanical	Architectural	Admin	Technology Systems	Electronic File Coord.			
W Code	WA	WI	WK	WH	WE	WQ	WY			
Labor Cost \$/Hr	\$278.45	\$214.84	\$217.57	\$249.98	\$107.24	\$263.97	\$164.98	\$0.00	\$0.00	\$0.00

STRUCTURAL

Position	Project Manager	Structural Engineer	Mechanical Engineer	Project Architect	Administrative Assistant	ATC Engineer	BIM Coordinator			
Staff Name	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM			
Staff Initials	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM			
W Code Role	PM	Structural	Mechanical	Architectural	Admin	Technology Systems	Electronic File Coord.			
W Code	WA	WI	WK	WH	WE	WQ	WY			
Raw Labor Cost \$/Hr	\$278.45	\$214.84	\$217.57	\$249.98	\$107.24	\$263.97	\$164.98	\$0.00	\$0.00	\$0.00

HVAC

Position	Project Manager	Structural Engineer	Mechanical Engineer	Project Architect	Administrative Assistant	ATC Engineer	BIM Coordinator			
Staff Name	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM			
Staff Initials	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM			
W Code Role	PM	Structural	Mechanical	Architectural	Admin	Technology Systems	Electronic File Coord.			
W Code	WA	WI	WK	WH	WE	WQ	WY			
Raw Labor Cost \$/Hr	\$278.45	\$214.84	\$217.57	\$249.98	\$107.24	\$263.97	\$164.98	\$0.00	\$0.00	\$0.00

ARCHITECTURE

Position	Project Manager	Structural Engineer	Mechanical Engineer	Project Architect	Administrative Assistant	ATC Engineer	BIM Coordinator			
Staff Name	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM			
Staff Initials	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM			
W Code Role	PM	Structural	Mechanical	Architectural	Admin	Technology Systems	Electronic File Coord.			
W Code	WA	WI	WK	WH	WE	WQ	WY			
Raw Labor Cost \$/Hr	\$278.45	\$214.84	\$217.57	\$249.98	\$107.24	\$263.97	\$164.98	\$0.00	\$0.00	\$0.00

ATC ENGINEER

Position	Project Manager	Structural Engineer	Mechanical Engineer	Project Architect	Administrative Assistant	ATC Engineer	BIM Coordinator			
Staff Name	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM			
Staff Initials	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM			
W Code Role	PM	Structural	Mechanical	Architectural	Admin	Technology Systems	Electronic File Coord.			
W Code	WA	WI	WK	WH	WE	WQ	WY			
Raw Labor Cost \$/Hr	\$278.45	\$214.84	\$217.57	\$249.98	\$107.24	\$263.97	\$164.98	\$0.00	\$0.00	\$0.00

BIM Coordinator										
Position	Project Manager	Structural Engineer	Mechanical Engineer	Project Architect	Administrative Assistant	ATC Engineer	BIM Coordinator			
Staff Name	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM			
Staff Initials	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM			
W Code Role	PM	Structural	Mechanical	Architectural	Admin	Technology Systems	Electronic File Coord.			
W Code	WA	WI	WK	WH	WE	WQ	WY			
Raw Labor Cost \$/Hr	\$278.45	\$214.84	\$217.57	\$249.98	\$107.24	\$263.97	\$164.98	\$0.00	\$0.00	\$0.00



Task	Description											Tit. Hrs.	Direct Cost Labor	Expenses	Sub consultant	Total Cost
Bid Pack - Precast Shaft Phase - Summary of Professional A/E Services																
	BASIC SERVICES	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
I.	PROJECT MANAGEMENT	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
II.	STRUCTURAL	0	185	0	0	0	0	0	0	0	0	185	\$39,745	\$0	\$0	\$39,745
III.	HVAC	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
IV.	ARCHITECTURE	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
V.	ATC ENGINEER	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
VI.	BIM Coordinator	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
VII.	Survey	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
VIII.	Mechanical	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
IX.	Plumbing	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
X.	Fire Protection	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XI.	Electrical	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XII.	Communications (IT)	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XIII.	Electronic Safety and Security	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XIV.	Code	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XV.	Cost and Scheduling	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XVI.	TBD	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
	Sub-Totals - Basic Services	0	185	0	0	0	0	0	0	0	0	185	\$39,745	\$0	\$0	\$39,745
	TRAVEL AND MEALS													\$2,500	\$0	\$2,500
	SOILS TESTING														\$0	\$0
	CONSULTANTS/SUBCONTRACTORS													\$0	\$0	\$0
	ESTIMATE OF TRAVEL EXPENSES													\$0		\$0
	Air Travel	0 Trips		X		0 Cost per trip										
	Rental Vehicle	0 Days		X		0 Cost per day										
	Lodging	0 Nights		X		0 Cost per night										
	Meals (per diem)	0 Days		X		0 Cost per day										
	MILEAGE	0 Miles		X		0 Cost per mile								\$0		\$0
	SUBMITTAL REPRODUCTION	0 Sets		X		0 Cost per set								\$0		\$0
	Sub-Totals - Basic Services Itemized Expenses													\$2,500	\$0	\$2,500
	SPECIAL SERVICES:															
																\$0
																\$0
																\$0
	Sub-Total - Special Services												\$0	\$0	\$0	\$0

Task	Description	Project Manager	Structural Engineer	Mechanical Engineer	Project Architect	Administrative Assistant	ATC Engineer	BIM Coordinator				Tit. Hrs.	Direct Cost Labor	Expenses	Sub consultant	Total Cost
		TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM								
		WA	WI	WK	WH	WE	WQ	WY								
		\$278	\$215	\$218	\$250	\$107	\$264	\$165	\$0	\$0	\$0					
<b>Bid Pack - Precast Shaft Phase - Summary of Professional A/E Services</b>																
II.	STRUCTURAL	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
												0	\$0			\$0
	CONSTRUCTION DOCUMENTS PHASE											0	\$0			\$0
	A. Site Visit		8									8	\$1,719			\$1,719
	B. Review existing ATCT structural drawings.		4									4	\$859			\$859
	C. Final structural discipline specifications.		24									24	\$5,156			\$5,156
	D. Generate Crack Map		8									8	\$1,719			\$1,719
	E. Assign structural and non-structural crack types to Crack Map		8									8	\$1,719			\$1,719
	F. Establish mitigation solution for structural crack type.		8									8	\$1,719			\$1,719
	G. Establish mitigation solution for non-structural crack type.		8									8	\$1,719			\$1,719
	H. Final opinion of probable construction cost.		8									8	\$1,719			\$1,719
	I. QA/QC		4									4	\$859			\$859
	J. Construction Documents Drawings											0	\$0			\$0
	1. Structural Design Criteria.		8									8	\$1,719			\$1,719
	2. Four (4) Exterior Concrete Shaft Elevations (Crack Maps).		45									45	\$9,668			\$9,668
	3. Concrete crack mitigation details		32									32	\$6,875			\$6,875
												0	\$0			\$0
	BID PHASE											0	\$0			\$0
	A. Respond to bidder questions.		8									8	\$1,719			\$1,719
	B. Prepare technical clarifications for addenda.		4									4	\$859			\$859
	C. Evaluate request for substitutions.		4									4	\$859			\$859
	D. Pre-Bid Meeting		1									1	\$215			\$215
												0	\$0			\$0
												0	\$0			\$0
	SPONSOR/CONSULTANT CD APPROVAL MEETING											0	\$0			\$0
	A. Present Construction Documents.		1									1	\$215			\$215
	B. Incorporate SPONSOR comments.		1									1	\$215			\$215
												0	\$0			\$0
												0	\$0			\$0
	FAA/CONSULTANT/SPONSOR CD PRESENTATION											0	\$0			\$0
	A. Present CDs after incorporating SPONSOR comments.		1									1	\$215			\$215
												0	\$0			\$0
												0	\$0			\$0
												0	\$0			\$0
												0	\$0			\$0
												0	\$0			\$0
												0	\$0			\$0
												0	\$0			\$0
												0	\$0			\$0
												0	\$0			\$0
												0	\$0			\$0
II.	STRUCTURAL	0	185	0	0	0	0	0	0	0	0	185	\$39,745	\$0	\$0	\$39,745

Description												Tlt. Hrs.	Direct Cost Labor	Expenses	Sub consultant	Total Cost
ack - ATCT Equipment Phase - Summary of Professional A/E Service:																
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours					
BASIC SERVICES																
PROJECT MANAGEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
STRUCTURAL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
HVAC	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
ARCHITECTURE	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
ATC ENGINEER	0	0	0	0	0	0	93	0	0	0	0	0	93	\$24,549	\$0	\$24,549
BIM Coordinator	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Mechanical	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Plumbing	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Fire Protection	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Electrical	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Communications (IT)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Electronic Safety and Security	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Code	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Cost and Scheduling	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Sub-Totals - Basic Services	0	0	0	0	0	93	0	0	0	0	93	\$24,549	\$0	\$0	\$0	\$24,549
TRAVEL AND MEALS														\$2,000	\$0	\$2,000
SOILS TESTING														\$0	\$0	\$0
CONSULTANTS/SUBCONTRACTORS														\$0	\$0	\$0
ESTIMATE OF TRAVEL EXPENSES														\$0		\$0
Air Travel		Trips	X		Cost per trip											
Rental Vehicle		Days	X		Cost per day											
Lodging		Nights	X		Cost per night											
Meals (per diem)		Days	X		Cost per day											
MILEAGE		Miles	X		Cost per mile									\$0		\$0
REPRODUCTION		Sets	X		Cost per set									\$0		\$0
Sub-Totals - Basic Services Itemized Expenses														\$2,000	\$0	\$2,000
SPECIAL SERVICES:																\$0
																\$0
																\$0
																\$0
Sub-Total - Special Services														\$0	\$0	\$0

Description	Project Manager	Structural Engineer	Mechanical Engineer	Project Architect	Administrative Assistant	ATC Engineer	BIM Coordinator				Tit. Hrs.	Direct Cost Labor	Expenses	Sub consultant	Total Cost
	TBD-PM	TBD-S	TBD-M	TBD-A	TBD-AA	TBD-ACT	TBD-BIM								
	WA	WI	WK	WH	WE	WQ	WY								
	\$278	\$215	\$218	\$250	\$107	\$264	\$165	\$0	\$0	\$0					
<b>ack - ATCT Equipment Phase - Summary of Professional A/E Service:</b>															
<b>ATC ENGINEER</b>	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
											0	\$0			\$0
<b>CONSTRUCTION DOCUMENTS PHASE</b>											0	\$0			\$0
A. Site Visit						24					24	\$6,335			\$6,335
B. Review existing ATCT equipment drawings.						8					8	\$2,112			\$2,112
C. Final Equipment Technical Specifications											0	\$0			\$0
1. CM200/CM300 Series Mobile 2-way Radios						2					2	\$528			\$528
2. Voice Communications Switching System						2					2	\$528			\$528
3. DV Recorder						2					2	\$528			\$528
4. Back-up Weather Sensor Translators						2					2	\$528			\$528
5. Light Guns						2					2	\$528			\$528
											0	\$0			\$0
D. Final opinion of probable construction cost.						4					4	\$1,056			\$1,056
E. QA/QC						8					8	\$2,112			\$2,112
F. Construction Documents Drawings											0	\$0			\$0
1. Final Symbols, Notes & Diagrams						4					4	\$1,056			\$1,056
2. Final Equipment Demolition Plan						16					16	\$4,223			\$4,223
3. Final Equipment Replacement Plan						8					8	\$2,112			\$2,112
											0	\$0			\$0
<b>BID PHASE</b>											0	\$0			\$0
A. Respond to bidder questions						4					4	\$1,056			\$1,056
B. Prepare technical clarifications for addenda						2					2	\$528			\$528
C. Evaluate request for substitutions						1					1	\$264			\$264
D. Pre-Bid Meeting						1					1	\$264			\$264
											0	\$0			\$0
											0	\$0			\$0
<b>SPONSOR/CONSULTANT CD APPROVAL MEETING</b>											0	\$0			\$0
A. Present Construction Documents.						1					1	\$264			\$264
B. Incorporate SPONSOR comments.						1					1	\$264			\$264
											0	\$0			\$0
											0	\$0			\$0
<b>FAA/CONSULTANT/SPONSOR CD PRESENTATION</b>											0	\$0			\$0
A. Present CDs after incorporating SPONSOR comments.						1					1	\$264			\$264
											0	\$0			\$0
											0	\$0			\$0
											0	\$0			\$0
											0	\$0			\$0
											0	\$0			\$0
											0	\$0			\$0
											0	\$0			\$0
<b>ATC ENGINEER</b>	0	0	0	0	0	93	0	0	0	0	93	\$24,549	\$0	\$0	\$24,549

Fee Breakdown

0228800-240589.01

Project Management

Task	Description												Tlt. Hrs.	Direct Cost Labor	Expenses	Sub consultant	Total Cost
Project Mangement Phase - Summary of Professional A/E Services																	
	BASIC SERVICES	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours					
I.	PROJECT MANAGEMENT	36	0	0	0	14	0	0	0	0	0	50	\$11,526	\$0	\$0	\$11,526	
II.	STRUCTURAL	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
III.	HVAC	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
IV.	ARCHITECTURE	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
V.	ATC ENGINEER	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
VI.	BIM Coordinator	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
VII.	Survey	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
VIII.	Mechanical	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
IX.	Plumbing	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
X.	Fire Protection	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
XI.	Electrical	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
XII.	Communications (IT)	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
XIII.	Electronic Safety and Security	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
XIV.	Code	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
XV.	Cost and Scheduling	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
XVI.	TBD	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	
	Sub-Totals - Basic Services	36	0	0	0	14	0	0	0	0	0	50	\$11,526	\$0	\$0	\$11,526	
	Travel and Meals													\$3,000		\$3,000	
	SOILS TESTING													\$0	\$0	\$0	
	CONSULTANTS/SUBCONTRACTORS													\$0	\$0	\$0	
	ESTIMATE OF TRAVEL EXPENSES													\$0		\$0	
	Air Travel		Trips	X		Cost per trip											
	Rental Vehicle		Days	X		Cost per day											
	Lodging		Nights	X		Cost per night											
	Meals (per diem)		Days	X		Cost per day											
	MILEAGE		Miles	X		Cost per mile								\$0		\$0	
	REPRODUCTION		Sets	X		Cost per set								\$0		\$0	
	Sub-Totals - Basic Services Itemized Expenses													\$3,000	\$0	\$3,000	
	SPECIAL SERVICES:																
																	\$0
																	\$0
																	\$0
	Sub-Total - Special Services													\$0	\$0	\$0	\$0

### Fee Breakdown

0228800-240589.01

## Project Management

[illegible]

Task	Description												Tit. Hrs.	Direct Cost Labor	Expenses	Sub consultant	Total Cost
BIM Model Phase - Summary of Professional A/E Services																	
	BASIC SERVICES	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours					
I.	PROJECT MANAGEMENT	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
II.	STRUCTURAL	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
III.	HVAC	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
IV.	ARCHITECTURE	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
V.	ATC ENGINEER	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
VI.	BIM Coordinator	0	0	0	0	0	0	0	88	0	0	0	88	\$14,518	\$0	\$0	\$14,518
VII.	Survey	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
VIII.	Mechanical	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
IX.	Plumbing	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
X.	Fire Protection	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XI.	Electrical	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XII.	Communications (IT)	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XIII.	Electronic Safety and Security	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XIV.	Code	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XV.	Cost and Scheduling	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XVI.	TBD	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
	Sub-Totals - Basic Services	0	0	0	0	0	0	0	88	0	0	0	88	\$14,518	\$0	\$0	\$14,518
	MATERIALS/SUPPLIES														\$0	\$0	\$0
	SOILS TESTING															\$0	\$0
	CONSULTANTS/SUBCONTRACTORS														\$0	\$0	\$0
	ESTIMATE OF TRAVEL EXPENSES														\$0		\$0
	Air Travel		Trips	X		Cost per trip											
	Rental Vehicle		Days	X		Cost per day											
	Lodging		Nights	X		Cost per night											
	Meals (per diem)		Days	X		Cost per day											
	MILEAGE		Miles	X		Cost per mile									\$0		\$0
	REPRODUCTION		Sets	X		Cost per set									\$0		\$0
	Sub-Totals - Basic Services Itemized Expenses													\$0	\$0		\$0
	SPECIAL SERVICES:																\$0
																	\$0
																	\$0
																	\$0
	Sub-Total - Special Services													\$0	\$0	\$0	\$0

[illegible]



Task	Description											Tit. Hrs.	Direct Cost Labor	Expenses	Sub consultant	Total Cost
Vertical Access ROM Phase - Summary of Professional A/E Services																
	BASIC SERVICES	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
I.	PROJECT MANAGEMENT	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
II.	STRUCTURAL	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
III.	HVAC	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
IV.	ARCHITECTURE	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
V.	ATC ENGINEER	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
VI.	BIM Coordinator	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
VII.	Survey	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
VIII.	Mechanical	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
IX.	Plumbing	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
X.	Fire Protection	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XI.	Electrical	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XII.	Communications (IT)	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XIII.	Electronic Safety and Security	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XIV.	Code	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XV.	Cost and Scheduling	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
XVI.	TBD	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
	Sub-Totals - Basic Services	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
	MATERIALS/SUPPLIES													\$0	\$0	\$0
	VERTICAL ACCESS ROM													\$40,000	\$0	\$40,000
	CONSULTANTS/SUBCONTRACTORS													\$0	\$0	\$0
	ESTIMATE OF TRAVEL EXPENSES													\$0		\$0
	Air Travel		Trips	X		Cost per trip										
	Rental Vehicle		Days	X		Cost per day										
	Lodging		Nights	X		Cost per night										
	Meals (per diem)		Days	X		Cost per day										
	MILEAGE		Miles	X		Cost per mile								\$0		\$0
	REPRODUCTION		Sets	X		Cost per set								\$0		\$0
	Sub-Totals - Basic Services Itemized Expenses													\$40,000	\$0	\$40,000
	SPECIAL SERVICES:															
																\$0
																\$0
																\$0
	Sub-Total - Special Services												\$0	\$0	\$0	\$0

CONSENSUS SCORE SHEET

RFP# 2024-032Q

Title: Cons. For FAA Tower

			Mead Hunt			Restore Consulting			Wightman			Driven Design		
			Kroll	Weaver	Cons	Kroll	Weaver	Cons	Kroll	Weaver	Cons	Kroll	Weaver	Cons
A	Firm Qualifications	50	49	45	47	40	42	41	45	42	44	35	45	40
B	Personnel Qualifications	50	49	46	48	50	40	45	49	42	46	40	46	43
C	Work Plan	50	50	45	48	50	46	48	49	40	45	45	46	46
Subtotal to shortlist or award		150	148	136	142	140	128	134	143	124	134	120	137	129
E	INTERVIEW/DEMONSTRA	100												
GRAND TOTAL FOR AWARD		250			142			134			134			129



CITY OF BATTLE CREEK  
BATTLE CREEK EXECUTIVE AIRPORT AT KELLOGG FIELD



INTEROFFICE MEMORANDUM

Date: 4/9/2024  
To: Chris Huff, Purchasing Agent  
From: Phil Kroll, Aviation Director  
Subject: Support for choosing Mead and Hunt for the Air Traffic Control Tower Rehab Project

This memo is in reference to awarding the contract for architectural and engineering services for the air traffic control tower rehab project at the Battle Creek Executive Airport. The scope of work for this project includes identifying structural issues, designing the necessary repairs, and preparing the bid documents for contractors. The scope also includes identifying defective communication and weather equipment used in the air traffic control tower and offering replacement suggestions.

After reviewing the qualifications and negotiating a scope and fee I believe that the award should be made to Mead and Hunt. Mead and Hunt is currently the airports engineering consultant and the airport has partnered with them for more than 20 years on a variety of projects. Also, Mead and Hunt is currently working with the airport on a similar project that was funded by an FAA grant last year.

Last month the airport was selected by the Federal Aviation Administration for a \$350,000 Bipartisan Infrastructure Law grant. This work resulting from this contract will all the airport to utilize the grant for construction and equipment replacement costs.

The G/L string for this purchase is:  
580.20.5384.971.040



Resolution

NO. 426

A Resolution seeking authorization for the City Manager to execute a grant agreement with Battle Creek Area Habitat for Humanity for the development and resale of two single family homes in Battle Creek to low-income and moderate-income households.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the City Manager is authorized to execute a contract between City of Battle Creek and Battle Creek Area Habitat for Humanity for Acquisition, Development, and Resale of residential properties located at 8 N. Cedar Avenue and 25 N. Woodlawn Avenue (or subsequent address on the property lot). The not-to-exceed amount of \$143,000 is approved for each property, intended to subsidize the development and resale of said properties to low-income households.

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Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Michelle Salazar, Community Development Specialist

**Department:** Community Development

**SUMMARY**

A Resolution seeking authorization for the City Manager to execute a grant agreement with Battle Creek Area Habitat for Humanity for the development and resale of two single family homes in Battle Creek to low-income and moderate-income households.

**BUDGETARY CONSIDERATIONS**

This development and sale will be funded with HOME Investment Partnership (HOME) funds from the U.S. Department of Housing and Urban Development. The U.S. Department of Housing and Urban Development requires the City to reserve no less than fifteen percent of the HOME allocation for projects undertaken by a Community Housing Development Organization (CHDO).

**HISTORY, BACKGROUND and DISCUSSION**

The City of Battle Creek Acquisition, Development, Resale Program uses HOME Investment Partnership (HOME) funds from the U.S. Department of Housing and Urban Development (HUD) to provide gap funds for development of affordable housing within the City by a certified Community Housing Development Organization (CHDO). Upon completion of the new construction these properties will be made available for purchase to low- to moderate-income homebuyers. The development and resale of 8 N. Cedar Ave. and 25 N. Woodlawn Ave. proposed by Battle Creek Area Habitat for Humanity, Inc. meets this criteria.

## **DISCUSSION OF THE ISSUE**

## **POSITIONS**

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### ATTACHMENTS:

File Name	Description
❏ CHDO_Cedar_and_Woodlawn_Agreement.pdf	Agreement between the City of Battle Creek and Battle Creek Area Habitat for Humanity for Acquisition, Development, and Resale
❏ Habitat_CHDO_Approval_Letter.pdf	Letter certifying BC Habitat for Humanity as a CHDO

**CONTRACT BETWEEN  
THE CITY OF BATTLE CREEK  
AND  
BATTLE CREEK AREA HABITAT FOR HUMANITY  
FOR ACQUISITION, DEVELOPMENT, and RESALE  
OF 8 N. CEDAR AVENUE and 25 N. WOODLAWN AVENUE**

THIS CONTRACT, entered into, and effective, this \_\_\_\_ day of April, 2024, by and between the City of Battle Creek, a Michigan municipal corporation organized under the laws of the State of Michigan, (hereinafter called the “City”), and Battle Creek Area Habitat for Humanity, Inc., a Community Housing Development Organization (CHDO) and a nonprofit organization organized and existing under the laws of the State of Michigan (hereinafter called the “Developer”) whose address is 595 Avenue N, Battle Creek, MI, 49017.

WITNESSETH THAT:

Whereas, the federal HOME Investment Partnerships Program (HOME) was created by the Cranston-Gonzalez National Affordable Housing Act of 1990 (NAHA) to provide decent affordable housing to lower-income households, expand the capacity of nonprofit housing providers, strengthen the ability of state and local governments to provide housing and to leverage private-sector participation;

Whereas, City receives HOME Investment Partnership funds from the U.S. Department of Housing and Urban Development (HUD) and desires to engage Developer to perform certain services and activities consistent with the program; and

Whereas, City must reserve not less than 15 percent of the HOME allocation for investment only in housing be owned, developed or sponsored by community housing development organizations (CHDO’s) as required under 24 CFR Part 92; and

Whereas, Developer has been certified with City as a CHDO, and will maintain CHDO status for the term of this agreement in accordance with 24 CFR 92 and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations; and

Whereas, Developer agrees to perform such services and activities in a lawful, satisfactory, and proper manner and in accordance with all policies, procedures, and requirements which have been or, from time to time, may be prescribed by City; and

Whereas, the services and activities which Developer agrees to perform under the HOME Program are subject to an environmental review as required under 24 CFR Part 58.

Notwithstanding any provision of this Contract, the parties hereto agree and acknowledge this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from HUD under 24 CFR Part 58.

Further, Developer will not undertake or commit any funds to physical or choice limiting actions, including property acquisition or construction prior to the environmental clearance, and acknowledge that the violation of this provision may result in the denial of any funds under the Contract.

NOW, THEREFORE, City and Developer do mutually agree as follows:

1. PROJECT OBJECTIVES

- A. To develop affordable housing units and to foster and promote home ownership for families and individuals at, or below 80% of area median income adjusted for family size for the City of Battle Creek, by implementing the HOME Affordable Homeownership Program.
- B. This contract will fund the new construction of 8 N. Cedar Avenue, Battle Creek, MI, 49037 and 25 N. Woodlawn Avenue, Battle Creek, MI, 49037 or subsequent address on the property lot with a HOME-funded development loan of \$130,000 for each property.

2. TERM OF SERVICE

- A. Developer expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

<b>Milestone</b>	<b>Deadline 8 N. Cedar</b>	<b>Deadline 25 N. Woodlawn</b>
Project Start Date	April 2024	July 2024
Interim Milestones/Deadlines (below):		
Plumbing inspection	May 2024	August 2024
Floor preparation and install	June 2024	September 2024
Interior/Exterior wall and window install	July 2024	October 2024
Siding, roofing, drywall, painting, driveway install	October 2024	January 2025
Project Completion	November 2024	March 2025
Sale to eligible applicant	January 2025	April 2025

In addition, this project is subject to ongoing compliance requirements of HOME for 5 years from the date of initial occupancy. During this compliance period, Developer will assure continued compliance with HOME requirements. For homebuyer units this includes monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by Developer that the project will be competed as expeditiously as possible and that Developer will make every effort to ensure that the

project will proceed and will not be delayed. Failure to meet these deadlines may result in cancellation of this contract and the revocation of HOME funds.

As time is of the essence as regards this agreement, Developer shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, on order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of City and enforceable by City against Developer and its successors and assigns to the project or any part thereof or any interest therein.

It is agreed that if Developer shall be unavoidably delayed in beginning or fulfilling the timetable set forth by reasons of excessive storms or floods, or by acts of Providence, or by reasons of extra work ordered by City, or untimely review and approval by City and other governmental authorities having jurisdiction over the project, or other delays that not caused by Developer, City shall grant a reasonable extension of time for completion of the work. It shall be the responsibility of Developer to notify City promptly, within one week, in writing whenever a delay is anticipated or experienced, and to inform City of all facts and details related to the delay.

### 3. SCOPE OF SERVICE

Developer shall complete all activities for the Affordable Homeownership Program, as described in the City's 2023-2024 Annual Action Plan, in compliance with this Contract, and all applicable federal, state and local laws, ordinances, rules and regulations as they are now or may be enacted or amended in the future.

#### Special Condition

Developer agrees to comply with all requirements of the Cranston-Gonzalez National Affordable Housing Act of 1990 and regulations found at 24 CFR Part 92, and all federal regulations and policies issued pursuant to those regulations, whether included specifically in this Contract or included by reference of this special condition.

#### A. Project Description

- I. Developer shall provide two (2) residential properties, within the City of Battle Creek, to be sold to a family or individual at or below 80% of Area Median Income for the City of Battle Creek.
- II. All units must be owner occupied upon completion and shall remain owner occupied for the duration of the affordability periods referenced in Section 3.D of this Contract.

#### B. Project Requirements

- I. Developer shall operate and administer the Affordable Homeownership Program in compliance with regulations contained in 24 CFR Part 92.



- II. Developer shall provide verification that potential purchasers meet HUD's low to moderate income guideline criteria.
- III. Developer will provide City with a purchaser profile for review. City will make final determination of purchaser eligibility and approval for program participation. Preference will be given to current City of Battle Creek residents.
- IV. Developer shall assure that the affordability periods, referenced in Section 3.D. will be enforced on all loans through properly recorded liens and/or deed restrictions with appropriate language.
- V. Developer shall determine the feasibility of each project. Project feasibility will be determined through the development of a budget for each project which indicates the source of funds to complete the project and the specific use of those funds. Budgets will be submitted to the City for review and approval prior to project commencement and expenditure of funds.
- VI. Developer shall assure that all rehabilitation work will be performed by appropriately licensed persons and shall assure that all permits required by the City of Battle Creek Inspections Division are obtained. Developer will have all completed work inspected and approved by the City of Battle Creek Inspections Division. Projects are subject to inspection by City of Battle Creek Community Development, Code Compliance and Inspection Divisions, as appropriate.
- VII. Developer shall assure that the new construction will meet the greater of the Stille-DeRossett-Hale Single State Construction Code Act, Public Act 230 of 1972, as amended, being MCL § 125.1501, and the Uniform Physical Condition Standards (UPCS) or the most current HUD required Inspection standard. The UPCS are uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR 5.703 and at 24 CFR Part 92.25.
- VIII. Developer may include in the scope of work building and system improvements designed to extend the unit's useful life, cosmetic improvements consistent with other homes in the area to make the home marketable and accessibility modifications required for the home buyer. All improvements beyond those required by the Stille-DeRossett-Hale Single State Construction Code shall be clearly defined in the project budget submitted to the City for approval.
- IX. Developer shall design and implement a written policy to address displacement and relocation in all rehabilitation projects. This displacement and relocation policy will be submitted to City for review and approval and will adhere to all applicable regulations found in CFR24, Parts 92.504(c)(3)(v)(C) and 92.353.

- X. Demolition, or partial demolition, without subsequent unit replacement is prohibited under this Contract. Demolition when necessary for the production of new units and as part of an approved project is allowed.
- XI. This program shall not involve any changes in land use from residential to nonresidential, or from nonresidential to residential use, or from one class of residential use to another. Homes which are located in flood plains are not eligible for rehabilitation.
- XII. Developer shall maintain client records and documentation pertaining to household size, income levels, race, the presence of Female Headed Households, rehabilitation costs, after-rehabilitated value, and any other pertinent information in compliance with Section 12 of this Contract. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.
- XIII. In the selection of occupants for the units, Developer shall comply with all non-discrimination requirements of 24 CFR 92.350. Developer shall administer this program to affirmatively further fair housing and shall market this program through press releases, flyers, and other means to inform potential clients of this program as laid out in the City's Affirmative Marketing Plan, page 47, provided to Developer by City.
- XIV. Developer shall request in writing, any changes in scope of service or budget to City. City will either approve or deny said request in writing.
- XV. Developer agrees that no HOME funds will be advanced, and no costs will be incurred, until City has conducted an environmental review of the proposed project site(s) as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project. Therefore, Developer will evaluate every home for compliance with the environmental review procedures for HOME at 24 CFR Part 58 and assure compliance with Part 58.5 and Part 92.352. Developer will assemble information as required by City to complete the statutory environmental checklist and make a determination as to the need for an environmental assessment. Developer agrees that no choice limiting actions may be taken prior to environmental determination and clearance.
- XVI. Projects will comply with all federal environmental laws and regulations insofar as they may apply to the performance of this Contract, including those related to flood disaster protection, lead-based paint and historic preservation. Developer will complete and maintain in each project file a checklist for environmental review. This checklist will be reviewed by City during annual monitoring.

- XVII. All units must comply with 24 CFR Part 92.254 requirements regarding after rehabilitation value/sale price limits. These value/sale price limits are updated on an annual basis. Developer is responsible for applying these limits to assisted properties.
- XVIII. The amount of HOME funds that Developer may invest on a per-unit basis in affordable housing may not exceed the per-unit dollar limit established under Section 221(d)(3)(ii) of the National Affordable Housing Act. These per-unit dollar limits are updated on an annual basis. Developer is responsible for applying these limits in this program.
- XIX. To document match, Developer will provide any documentation required by City regarding match for purposes of the HOME Investment Partnership Program. To document match, Developer will keep record of volunteer time contributed to the building of each house.
- XX. Developer will assure that a minimum of \$1,000, and not to exceed 10 percent of the final loan amount, of down payment assistance will be provided to each homebuyer. This assistance will be subject to the recapture provisions referenced in Section 3 of this Contract and will be secured by the use of a note and mortgage required by 24 CFR Part 92.254, naming City as payee.
- XXI. Developer shall assure that any notes and mortgages recorded for homebuyer shall be in compliance with 24 CFR 92.254 and that Developer will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).
- XXII. Developer will be monitored by City for compliance with the regulations of 24 CFR 92 for the compliance period specified. Developer will provide reports and access to project files as requested by City during the project and for five years after completion and closeout of the agreement.

#### C. City Responsibilities

- I. City will be responsible for providing environmental clearance on all projects.
- II. City will be responsible for doing an underwriting analysis and approving each project. Project approval, or denial, will include review of the site selection including market conditions and site control, an initial appraisal, proposed scope of work and cost estimate and comprehensive project budget information. Project budget includes soft costs.
- III. City reserves the right to conduct a walk-through at the proposed project site prior to project approval.

- IV. City reserves the right to review Developer's procurement methods and may, at its discretion, require that the project bid package and contractor selection documentation be submitted for City review.
- V. City will disburse funds to Developer based on actual work and activities completed. City will disburse funding to the project as reimbursement for actual expenses incurred. Approval of requests will include a review of supporting documentation and may include a site visit to inspect completed work.
- VI. City will review and approve all proposed home buyers to determine income eligibility.
- VII. City will, for the purchase closing of the property, complete the following items:
  - (a) Conduct an inspection to verify project completion and to approve final disbursement.
  - (b) Provide Promissory Note and Mortgage documents, or review and approve said documents provided by the Developer, for the down payment assistance and closing cost assistance to the buyer.
  - (c) Review a reconciliation, provided by Developer, of HOME funds invested to determine:
    - (1) An estimate of proceeds amount;
    - (2) The development subsidy amount;
    - (3) The buyer subsidy amount;
    - (4) The developer fee, if any; and
    - (5) Program income to be repaid to City.
- VIII. City is the payee on the Notes and Mortgages and will receive all funds from any subsequent sale of the property within the term of affordability referenced in Section 3.D. of this Contract.
- IX. City reserves the right of access to all project records and access to units for inspection at any time with reasonable notice. City will at a minimum conduct project and program monitoring as required by the HOME regulation at 92.504(a), and (d).

D. Communication/Federal Award Information

Communication and details concerning this Contract shall be directed to the following contract representatives:

<b>City</b>	Michelle Salazar, Community Development Specialist Community Development, City of Battle Creek
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City Hall, Room 104  
10 N. Division Street  
Battle Creek, MI 49014  
(269) 966-3315

**Developer** Michael King  
Battle Creek Area Habitat for Humanity, Inc.  
595 North Avenue  
Battle Creek, MI 49017  
(269) 966-2502

**Federal Award Identification**

Developer's Name: Battle Creek Area Habitat for Humanity, Inc.  
Developer's unique identifier: Battle Creek Area Habitat for Humanity  
HOME funded  
Acquisition/Development/Resale (A/D/R)  
Federal Award ID Number (FAIN):  
Award Date/Period of Performance: 4/16/2024 – 10/30/2025  
Total Federal Award amount: \$286,000

**3. PROJECT DESIGN**

A. Developer agrees to build and sell two new single-family homes at 8 N. Cedar Avenue, Battle Creek, MI, Parcel Number: 0128-49-100-0 (hereinafter called "Property A") and at 25 N. Woodlawn Avenue, Battle Creek, MI, Parcel Number: 4820-02-001-0 (hereinafter called "Property B") to families or individuals with household incomes at or below 80% of Area Median Income adjusted for family size for the City of Battle Creek. Property A and Property B must be owned by Developer for the entire duration of the project until it is sold to an eligible buyer. City holds the right to place a lien on each property to protect its investment in the development for the duration of the project.

B. City agrees to provide HOME funds, in the form of; (1) a development subsidy loan to Developer, and; (2) a direct subsidy loan to the homebuyer as follows:

I. Calculation of the development subsidy will be as follows:

The property acquisition price + carrying costs + building costs = total cost.

Total cost – the sales price (appraised value) – down payment assistance to the homebuyer (buyer subsidy) = the development subsidy.

II. The buyer subsidy will be established as follows:

A minimum of \$1,000 in down payment assistance, and not to exceed 10 percent of the total loan amount, will be made to the homebuyer as a zero percent (0%) interest rate, forgivable, deferred payment mortgage loan. Down payment and closing cost assistance will be considered a

direct subsidy to the homebuyer and will be secured with a Promissory Note and a recorded Mortgage which stipulates City as Payee. This direct subsidy is subject to the affordability period described below.

- C. Developer shall utilize deed restrictions, a Promissory Note, and a recorded Mortgage on the property to enforce the recapture option and comply with required periods of affordability. Developer shall utilize documents which have received City approval as to legal sufficiency and content.

D. AFFORDABILITY

Developer must design all aspects of this Affordable Homeownership Program to comply with CFR 24, part 92. Particular attention must be given to the affordability requirements listed below.

Federal HOME regulations require that a property purchased with HOME assistance remain affordable in accordance with 24 CFR Part 92.254(a)(4) of the HOME regulations. Terms of affordability periods are based on the amount of HOME funds invested, as follows:

<u>HOME Investment</u>	<u>Affordability Period</u>
\$1,000 - \$14,999	5 years
\$15,000 - \$40,000	10 years
\$40,000 – maximum allowed	15 years

E. AFFORDABILITY PERIOD NON-COMPLIANCE PROCEDURES

- I. Developer shall inform City as soon as it becomes aware that a HOME assisted project may fall out of regulatory compliance. If City receives notification of regulatory non-compliance before Developer, City will inform the Developer of the potential non-compliance situation.
- II. Developer shall determine the dollar amount of funds which will be required to be repaid and the remaining term of affordability. The amount to be repaid is to be confirmed by City.
- III. Developer shall contact their client to assess the situation and attempt to work out a repayment of HOME funds or resolve the issue causing non-compliance with the HOME Regulations.
- IV. Developer shall contact their client's lender, or the foreclosing party, to see if arrangements for repayment can be worked out or, if the HOME Program Resale Option was used, attempt to work with the lender to identify a new low-mod income buyer for the home.
- V. Developer shall document the above "good-faith efforts" to recover the required HOME funds. This documentation is to be provided to City. This documentation may consist of copies of letters sent, logs of phone

conversations and a recap of all efforts made to recover the HOME funds. Developer will be required to repay the funds if good faith efforts to recover the funds, or resolve the issue, cannot be documented unless the parties agree on another remedy as provided in below paragraphs 6, 7, and 8.

- VI. Developer will work with their attorney or work with City staff to explore any possible legal recourse to recover and repay the HOME funds.
- VII. If Developer has provided City with documentation of its good faith efforts to recover the HOME funds or resolve the issue, City may ask the Developer to provide a letter to City indicating a repayment would represent a hardship to the agency. If City determines Developer's hardship meets HUD's definition of a "hardship," City will consult HUD on possible remedies and waivers and HUD will have final approval on any workout agreement.
- VIII. GOOD FAITH EFFORTS INCLUDE:
  - (a) A phone and activity log containing the attempts made to contact the homeowner at various times and days. A minimum of four phone call attempts would be required. One visit to the property is required if phone calls do not reach the homeowner.
  - (b) The log should recap any conversations that took place with the homeowner. The log should also contain a record of attempts to contact the foreclosing entity and the senior mortgage holder to see if a remedy to the situation is possible.
  - (c) Copies of letters sent to the homeowner requesting they contact Developer to discuss their situation. A minimum of two letters would be required.
  - (d) If it is possible to contact the homeowner by e-mail, such attempts should also be documented.
  - (e) Copies of any agreement arranged for repayment reached between the developer, the client, or the client's lender.

#### F. LOAN AND LOAN REPAYMENT REQUIREMENTS

- I. Development Note and Mortgage.

If HOME funds are paid to Developer to cover development expenses, prior to the sale of the property to a new buyer, a development promissory note and mortgage shall be utilized as follows:

A development promissory note and mortgage shall be executed, and recorded, by Developer, during the development phase of each project. Full repayment of the HOME funds provided for development shall be required in the event of nonperformance during the acquisition and development phase or for non-completion of the project.

At the time of sale of the property to the buyer, the development note and mortgage will be released and discharged, with outstanding balances subject to disposition as follows:

- (a) Development subsidy – Project costs in excess of the fair market value or gross proceeds of the sale (after payment of all closing costs) will be forgiven as a development subsidy under 24 CFR part 92.254.
- (b) Net sale proceeds- All net sales proceeds from the sale after any third party construction loans, closing costs and developer fees are paid must first be used to repay any HOME construction period advances not forgiven as development subsidy and shall then be treated as program income and returned to City.

## II. Buyer Note and Mortgage

A buyer promissory note and mortgage will be executed, and recorded, by the buyer, at the sale of the property. In the event of foreclosure, deed in lieu of foreclosure or noncompliance by the buyer, full payment of the home buyer subsidy will be required. In the event of foreclosure or deed on lieu of foreclosure, payment in full will be limited to the net proceeds the mortgagor receives, if any, from the foreclosure sale.

- (a) Buyer subsidy – A promissory note and mortgage shall be executed and recorded, as required in 92.254(a)(5)(ii), by the buyer for any HOME funds that are provided to the buyer as down payment assistance, closing cost assistance or as a reduction in the effective amount of funds required from the buyer at closing below fair market value. The amount of said note and mortgage shall be equal to: Sales Price – Buyer Funds (buyer down payment and first mortgage) + Closing Cost Assistance (if any). A minimum of \$1,000 in HOME funds will be provided from the Developer to the buyer for each project. The Developer must monitor the project to assure the buyer fulfills his/her requirements regarding the affordability period and occupancy clauses of this Contract.
- (b) City will utilize HUD's recapture option in this Affordable Homeownership Program. Under the recapture option, City will require that the initial homebuyer repay the outstanding HOME buyer subsidy at the time of resale. The HOME subsidy will be forgiven on a pro rata basis of 1/5 or 1/10 or 1/15 per year, as



applicable, or as a one-time lump sum at the end of the affordability period. If on a pro rata basis, the assistance will be fully forgiven after the term of affordability ends. The term of affordability will be ended at such time the HOME subsidy due is repaid, in whole, to City.

#### 4. PERIOD OF PERFORMANCE

Developer agrees that the period of performance shall be equal to the period necessary to identify and acquire the lots, build and sell two (2) single family residential homes and shall not exceed 18 months, commencing on April 16, 2024. During the term of the Contract Developer will be expected to meet interim milestones and deadlines as indicated below.

- A. Site selection and appraisal. Within six (6) months from the date of this Contract, Developer shall:
  - I. Secure site control of the property.
  - II. Complete an initial appraisal on the property.
  - III. Submit appraisal, completed project budget and scope of work to the City for review and approval.
- B. Construction. Upon approval by City of each property/project, Developer shall bid out and commence the construction. All construction is to be completed within nine (9) months of written project approval from City.
- C. Sale to an eligible low income household. All homebuyers must receive housing counseling. Selection, and City approval, of an eligible homebuyer and the closing of the sale of the property must be completed within nine (9) months after the completion of construction.
- D. Conversion to rental or repayment of funds. In accordance with 24 CFR 92.254 (a)(3), if there is no ratified sales contract with an eligible homebuyer for the housing within nine (9) months of the completion of construction or rehabilitation, the housing must be rented to an eligible tenant and must comply with all rental housing provisions of 24 CRR 92.252. If the property is not sold or rented within the nine (9) months' time limits, the developer must repay City the amount of HOME funds expended with other Developer funds.
- E. Time is of the essence. Timely performance is essential and failure to meet milestones and deadlines as indicated may result in termination of this Contract and may adversely influence future City funding to the Developer.
- F. The terms of performance in this Contract do not relieve Developer's responsibility to expend prior year HOME funding. Unexpended prior year funding will bear no impact on the Period of Performance and the expenditure of funds awarded under this Contract. Failure to expend prior year HOME funding may adversely influence future City funding to Developer.

- G. Any requests for extensions to this Contract period of performance must be submitted in writing, providing the basis for the extension and evidence of sufficient effort on the part of the Developer to implement the project. City reserves the right to accept or reject extension requests, but will only consider extensions that are required for reasons that are beyond the control of the Developer.

## 5. COMPENSATION AND METHOD OF PAYMENT

Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules and regulations and conditions mandated by the City. The Developer will be reimbursed only for actual costs incurred and the City will only reimburse against line items in a City approved project budget prepared and submitted by the Developer.

### A. Program Funds

City hereby agrees to provide construction period loans to Developer from City's HOME Program Funds for eligible development and construction expenses made against City approved project budgets to be prepared and submitted to City by Developer subject to the terms and conditions as set out herein. Disbursement on construction period loans will be made by City to Developer on a reimbursable basis, given that Developer has provided proper and complete source documentation to City. Each said loan will be made, through this Contract, in an amount up to \$130,000.

City also agrees to provide down payment assistance loans to the homebuyers for a minimum amount of \$1,000 per project and not to exceed 10 percent of the total loan amount.

**NOTE:** Expenses paid from Program funds must be project specific and supported with source documentation. Loan advances will be based on project progress and payment will only be allowed against City approved, line item budgets. City reserves the right to require project inspections for progress draws.

Final draws to Developer are subject to project inspection(s) by City to verify project completion based on the approved scope of work and that the property meets the Stille-DeRossett-Hale Single State Construction Code. Developer will provide to City lien release waivers or other evidence of payment to all contractors, sub-contractors and suppliers.

For final draws, Developer shall submit a project completion report and reconciliation of HOME funds invested. Final draws will be equal to the developer fee and any remaining development costs and project carrying cost outstanding at the time of the closing of the sale of the property to a HOME Program eligible homebuyer.

Developer shall, after the sale of the property, submit to City a final reconciliation of final expenses and closing showing any proceeds as program income. Should the proceeds from the sale of the property be insufficient to cover the development fee and other expenses owed to Developer, Developer shall submit a final draw request to City with appropriate supporting documentation for City to review and approve.

It is understood that upon completion of the project, any HOME funds reserved but not expended under this agreement will revert to City.

**Program Budget:**

	<u>Amount</u>	
Service Contracts/Carrying Costs	Up to \$130,000	x2
Down Payment Costs (2 projects)	Up to \$ 13,000	x2
	<hr/>	
TOTAL	\$286,000	

**B. Total Compensation**

It is expressly understood by and between City and Developer that in no event shall the total compensation and reimbursements, if any to be advanced to Developer pursuant to this Contract, exceed the sum of \$130,000 per project.

**C. Additional Funds**

Developer agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.

**D. Developer Fee**

Upon sale of each property Developer will be allowed to retain a Developer Fee in the amount equal to 15% of the total development costs as stipulated in the proforma worksheet for each project. Changes in proforma worksheet project costs must be approved by City. Payment of a Developer Fee is subject to the availability of net settlement proceeds from the sale of the property.

**E. Program Income and CHDO Proceeds**

All net sales proceeds from the sale of units are considered to be either Program Income and must be returned to City as repayment of the Developer loan OR as CHDO proceeds that may be retained by Developer and used in conformance with 24 CFR 92.300(a)(2). Unless otherwise agreed to in writing by City and Developer, any and all program income or CHDO proceeds may be retained by Developer.

**F. Recaptured Funds**

All resale proceeds that are received from buyers as they resell the units during the compliance period to other buyers shall be considered "Recaptured Funds" under

24 CFR 92.254(a)(5)(ii)A(5) and must be repaid to City for use in eligible HOME project as required by 24 CFR 92.503. Developer shall promptly notify City of such transactions and will promptly convey any Recaptured Funds to City.

G. Pre-development Loans (City Option)

Technical assistance and site control pre-development loans are permitted under 24 CFR Part 92.300. Pre-development loans are subject to City approval, and will only be provided if determined to be necessary to enable Developer to perform on schedule.

G. Finance Procedures

I. City will provide reimbursements to the Developer for expenses incurred only upon receipt and approval of appropriate payment vouchers and supporting documentation of all costs. Documentation submitted to City must be satisfactory to meet HUD requirements and allow City to make necessary data entry into HUD's Integrated Disbursement and Information System.

II. City shall have the right to review and audit all records of Developer pertaining to any payment by City. Said records shall be maintained for a period of five years after completion.

III. Suspension of Funding.

City's Community Development Manager, in his or her sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to Developer under Section 5 herein, notwithstanding any other provision of this Contract, upon written notice to Developer when the internal fiscal controls and records established pursuant to Section 13 are changed without the Community Development Manager's approval, or when, in the opinion of the Community Development Manager, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract and 24 CFR Part 92.

(a) Any unearned payments under this Contract may be suspended by the Community Development Manager upon Developer's refusal to accept and comply with any additional conditions or requirements of City.

(b) Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced, suspended or terminated for any reason.

6. CONTINUED FUNDING

City makes no implied or explicit guarantee, offer or representation of future funding from City beyond the termination of this Contract. City further makes no implied or expressed guarantee that it will not eliminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 2. Potential future contracts awarded to Developer will be contingent upon timely and full performance of the terms of this and prior Contracts.

#### 7. INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Developer shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance except as specified in this Contract.

#### 8. CONTRACT MODIFICATION

The City may, from time to time, expand, diminish or otherwise modify the Contract objectives, scope of service or any other Contract provision related thereto, which the Developer is required to perform pursuant to Sections 1 and 2 of this Contract; provided, however that such modifications are mutually agreed upon by the parties, and incorporated into written amendments to this Contract after approval by the City.

#### 9. DEVELOPER'S FAILURE OF PERFORMANCE

- A. The failure of the Developer to provide any work or services required by this Contract in a satisfactory and timely manner shall be material breach of this Contract.

Determination that work is, or is not, being performed in a timely manner, as referenced in this section and in Section 10, will be based on the Developer meeting, or exceeding, or failing to meet or exceed the milestones and deadlines delineated in Section 4 of this Contract.

- I. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.
- II. In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify the Developer and allow the Developer ten (10) days to cure any such failure to perform work or services in timely manner.
- III. In the event the Developer fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of Subsection 2 above, the City may take any other action permitted by law or this Contract,

including but not limited to termination or reduction in compensation to the Developer.

- B. In the event the Developer fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may, in its sole discretion, reduce or modify the compensation payable hereunder to the Developer in a manner which appropriately reflects such reduction or diminution of services or activities.

#### 10. TERMINATION BY THE CITY FOR NONCOMPLIANCE OR CONVENIENCE.

- A. In the event the Developer fails to fulfill in a timely and proper manner, any of the terms, conditions or obligations of this Contract, or if the Developer violates any of the covenants, agreements or stipulations of this Contract, the City Manager, in his/her sole discretion and without notice, may terminate this Contract with no further liability to the Developer beyond that expressly provided for within Section 9 hereof.
- B. The City may also upon thirty (30) days written notice to the Developer, terminate this Contract for convenience, and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Developer is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Developer, the City shall not be obligated to supply financial assistance in an amount greater than the average monthly payment to the Developer over the proceeding months of the Contract. Average monthly payment, for the purpose of this Section, shall be determined by the total payments made by the City since inception of the Contract to the date of the notice, divided by the total number of months since inception of the Contract to the date of the notice (or any fraction thereof). The City shall also compensate the Developer for any documented (e.g. invoiced) expenses in excess of the average monthly payment; however, in no event shall additional compensation be paid to Developer that would result in an aggregate payment for all components provided herein that exceeds \$130,000.
- C. In the event this Contract is terminated:
  - I. All data, documents, drawings, maps, models, photographs, reports, studies and surveys which have been or were prepared by the Developer with funds under this contract, become the property of the City, and
  - II. Developer shall receive just and equitable compensation for any work which the Developer satisfactorily completed pursuant to this Contract, subject to Subsection D (2) below.
- D. It is agreed that nothing contained herein shall:
  - I. Deprive the City of any additional rights or remedies, either at law or equity of under the terms, conditions, obligations, covenants, agreements

and stipulations of this Contract, which they may respectively assert against the Developer upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements or stipulations of this Contract; or

- II. Relieve the Developer of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Developer; and if it sustains such damages, the City may withhold as a set off any payments due the Developer, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

## 11. REPORTS AND INFORMATION

Financial Records and Reports. Developer agrees to make and maintain adequate financial records in a form satisfactory to City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract.

## 12. RECORDS AND DOCUMENTATION RETENTION

### A. Establishment and Maintenance of Records

The Developer shall establish and maintain all records required by the Federal regulations at 24 CFR part 92.508(a)(3) concerning any matter covered by this Contract which, from time to time, may be required by the City.

### B. Retention of Records

- I. Unless otherwise expressly authorized by the City, the Developer shall maintain all records related to this Contract, including financial records and accounts, for a period of five (5) years after receipt of final payment under this Contract.
- II. If HOME Program funds are extended to program participants as loans, the Developer shall maintain all project related records for no less than five (5) years past the expiration date of said loans.
- III. If any litigation, claim or audit is started before the expiration of the terms indicated in Subsections 1 and 2 above, the records shall be retained by Developer for a period of no less than five (5) years after all litigation, claims or audit findings involving the records have been resolved.

## 13. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as City may deem necessary to ensure proper accounting for all project funds, Developer shall:

- A. Make available to City all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information and materials concerning any matter covered by this Contract; and
- B. Permit City to audit, examine, excerpt or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
- C. Allow City to review such documents that are considered as backup to the operation of Developer, regardless of funding source, to verify all costs listed in the "Amount" column of Section 5 of this Contract; and
- D. Allow independent auditors to have access to Developer's records and financial statements as necessary to facilitate City's requirement to comply with 2 CFR Part 200, as applicable, or City's annual audit requirement.

#### 14. FINANCIAL MANAGEMENT

- A. Accounting Standards. Developer agrees to comply with 24 CFR 84.21, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all cost incurred under this Contract.
- B. Annual Audit. Developer agrees to have an annual audit in accordance with current City policy and, as applicable, 2 CFR Part 200. This completed audit report will be provided to City for review as soon as reasonably possible.
- C. Cost Principles. Developer shall administer the program in conformance with 2 CFR Part 200, as applicable for all costs incurred under this Contract.
- D. Procurement Requirements. Developer shall comply with CFR 24 Part 84.40 -.48 when procuring materials pursuant to this Contract.

#### 15. CONFLICT OF INTEREST

Developer warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services under this Contract. Developer further warrants and covenants that in the performance of this Contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in CFR 24, part 92.356, apply to the award of any contracts under the agreement and the selection of households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of Developer may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:



- A. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the Developer, or the proceeds thereunder; or
- B. Any unit benefits or financial assistance associated with HOME projects or programs administered by the Developer, including:
  - I. Occupancy of a rental housing unit in a HOME-assisted rental project;
  - II. Receipt of HOME tenant-based rental assistance;
  - III. Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
  - IV. Receipt of HOME homebuyer acquisition assistance; or
  - V. Receipt of HOME owner-occupied rehabilitation assistance.

This prohibition does not apply to an employee or agent of Developer who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of City shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by Developer in writing to City. Developer must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. City may grant exceptions or forward the requests to HUD as permitted by 24 CFR parts 92.356, 85.36 and 84.42, as they apply.

## 16. SUBCONTRACTING

Developer shall not assign or transfer, whether by assignment or novation, any interest in this Contract, or subcontract any performance of portion hereof pursuant to this Contract without the prior written consent of City; provided, however, that claims for money due or to become due Developer from City pursuant to this Contract may be assigned or transferred to a bank, trust company or other financial institution without such consent, and Developer shall promptly notify City of any such assignment or transfer. Developer will include Section 19, Civil Rights and Section 20, Labor Law, of this Contract, in any subcontract or purchase order specifically or by so that such Sections will be binding upon Developer or assignee/transferee.

## 17. PROHIBITED ACTIVITIES

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for the propaganda designed to support or defeat any legislation pending before the

Congress of the United States, the Michigan State Legislature or the Battle Creek City Commission.

18. "HOLD HARMLESS" CLAUSE

Developer shall, to extent permitted by law, Developer defend, indemnify and save harmless City from any and all claims, demands, suits, liabilities and/or payments, actions or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations of Developer in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of Developer or its subcontractors. The insurance coverage specified herein and in the special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Developer under the terms and conditions of this Contract. Developer shall procure and maintain, at its own cost and expense, any additional kinds and amount of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

19. CIVIL RIGHTS

- A. Developer agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended and all other federal laws, rules and regulations related to civil rights in carrying out this Contract.
- B. Developer agrees that it will not discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, weight, age, familial status, disability, gender identity, or sexual orientation. Developer will comply with Chapter 214, *Prohibited Discrimination*, of the Battle Creek Code of Ordinances. A violation of this section of this Contract shall be a material breach of this Contract.
- C. Developer shall, in all solicitations or advertisements for employees placed by, or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, height, weight, marital or familial status, sex, gender identity, sexual orientation, age, handicap or national origin.
- D. Developer shall send to each labor union or representative of workers with which Developer has a collective bargaining agreement or other contract or understanding, a notice, to be provided by City, advising the labor union or workers' representative of Developer's commitments under this Contract and shall post copies of this notice in conspicuous places available to the employees and prospective employees under this Contract.
- E. In the event of Developer's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or part.

- F. Developer shall use its best efforts to afford women- and minority-owned enterprises (W/MBE) the maximum practicable opportunity to participate in the performance of this Contract.
- G. Developer shall in all solicitations or advertisements for employees placed by or on behalf of Developer state that it is an Equal Opportunity Employer.

## 20. COMPLIANCE WITH LABOR LAW

In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, Developer shall comply with all applicable federal, state and local labor laws including the Davis-Bacon Act, as amended (40 USC 874, as supplemented by 24 CFR part3) and Federal Fair Labor Standards provisions, as amended (52 Stat. 1060; 29 USCA 201 et. seq., 40 USC 327, 5 USC 1332-15) Section 2 of the Act of June 13, 1934, as amended (40 CFR 276(c)).

## 21. CITY CHARTER

It is clearly understood that nothing contained in this Contract shall deprive City of any rights that it may exercise by virtue of the provisions of the Charter of the City of Battle Creek, Michigan.

## 22. SEVERABILITY OF PROVISIONS

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of City shall be exercised by and through this Contract as specified herein.

## 23. WAIVER

The failure of City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of City's right of action for the breach of that term.

## 24. INSURANCE AND BONDS

- A. In addition to any other insurance and bonding requirement of this Contract, Developer shall maintain at least the following insurance coverage:
  - I. Developer shall maintain workers' compensation coverage that meets at least the minimal State of Michigan statutory requirement.
  - II. Developer shall comply with the bonding and insurance requirements of 2 CFR Part 200, as they may apply.

- III. Developer shall insure all projects for property damage at a minimum amount which is equal to the estimated after rehabilitation value for each property.
  - IV. Developer shall maintain general liability and casualty insurance in connection with all activities involving each project location.
  - V. Developer shall verify and maintain file documentation of insurance coverage for all contractors involved with the construction and rehabilitation of each project in the same amount and under the same terms required of Developer.
- B. Developer shall at the time of execution of this contract, file with City a Certificate of Insurance, which shall cover all of its insurance required herein, including evidence of payment of premiums thereon, and the policy or policies of insurance covering said City, its officers, agents and employees. Each such policy and certificate shall be satisfactory to City. Nothing contained in these insurance requirements is to be construed as limiting the extent of Developer's responsibility for payment of damages resulting from its operations under this Contract.
- C. Developer shall maintain insurances in force at all times during the term of this agreement through insurance companies licensed to do business in Michigan at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>		<u>Limits of Liability</u>
Workers' Compensation		\$ 100,000 or statutory limit
Commercial General Liability: (including XCU if appropriate)	Bodily Injury	\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
	Or Combined Single Limit	\$1,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage	\$ 500,000
	Or combined Single Limit	\$ 500,000

- D. The City of Battle Creek shall be listed as an additional insured on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to Community Development Division, City of Battle Creek, 10 N. Division Street, Suite 104, Battle Creek, Michigan, 49014.
- E. Information and documentation of all required insurances is subject to review by City and City reserves the right, at its discretion to require increases in coverage amounts.

## 25. DISCLOSURE OF CONFIDENTIAL MATERIAL

All reports, data, information, forecasts, records and so forth assembled, constructed or prepared pursuant to or as a consequence of this Contract are subject to all federal and Michigan laws and regulations governing the disclosure of public records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

26. ROYALTIES, PATENTS, NOTICES AND FEES

Developer shall give all notices and pay all royalties and fees if applicable to carrying out the provisions of this Contract. Developer shall defend all suits or clauses for infringement or any patent rights and shall save City harmless from loss on account thereof.

27. COPYRIGHT

If this Contract results in any copyrightable material, City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

28. CITY DEPARTMENT OR OFFICE

It is agreed by the parties hereto that the City of Battle Creek Community Development Division shall be responsible for the administration of this Contract on behalf of City; provided, however, that authority and responsibility for the administration of this Contract may be transferred to any other office or department of the City, by the City in its sole discretion.

IN WITNESS WHEREOF, City and Developer have executed this Contract as of the date first above written:

Developer

City

\_\_\_\_\_  
Michael King  
Executive Director  
Battle Creek Area Habitat for Humanity, Inc.

\_\_\_\_\_  
Rebecca L. Fleury  
City Manager  
City of Battle Creek

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Fed. ID#: 38-2846821

Approved as to form and legal sufficiency:

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Deputy City Attorney: C. Marcel Stoetzel, III



# CITY OF BATTLE CREEK

COMMUNITY SERVICES DEPARTMENT – COMMUNITY DEVELOPMENT

February 12, 2024

Mr. Mike King  
Executive Director  
Battle Creek Area Habitat for Humanity  
286 Capital Avenue, NE  
Battle Creek, MI 49017-3922

Dear Mike King:

Thank you for Battle Creek Area Habitat for Humanity's continued commitment to making Battle Creek an extraordinary community where people choose to live, work and play. You do important work helping families in need, and promoting affordable housing and neighborhood revitalization.

This letter certifies Battle Creek Area Habitat for Humanity as a Community Housing Development Organization (CHDO) for the 2023-2024 Program Year. Your file has a completed CHDO checklist and documentation. This certification precedes the approval of any HOME-funding Affordable Housing Homebuyer project. Individual projects will need to be approved with a proforma documenting the costs of the project and the development of a written agreement.

As the program year progresses, please forward the City of Battle Creek a copy of your next financial audit when it is completed and keep the City of Battle Creek Community Development informed of any changes to your Board of Directors. The Board of a CHDO must maintain at least 1/3 of its governing board's membership for residents of low-income neighborhoods; low- to moderate-income members; or elected representatives of low-income neighborhood organizations.

Should you have any questions, please contact me at 966-3365 or [mmsalazar@battlecreekmi.gov](mailto:mmsalazar@battlecreekmi.gov), or Helen Guzzo at 966-3267 or [hkguzzo@battlecreekmi.gov](mailto:hkguzzo@battlecreekmi.gov).

Sincerely,

Michelle Salazar

Community Development Specialist

CC: Helen Guzzo, Community Development Manager





## Resolution

NO. 427

A Resolution seeking approval of the Substantial Amendment to the City's 2018, 2022 and 2023 Annual Action Plans for the Community Development Block Grant (CDBG) program reallocating \$557,437.74 to the Minor Home Repair Program.

**BATTLE CREEK, MICHIGAN - 4/16/2024**

### **Resolved by the Commission of the City of Battle Creek:**

That the City Commission approves the reallocation of \$155,718.58 in 2018 CDBG unspent funds from the Rental Rehabilitation Program to the Minor Home Repair program, and allocates \$401,719.16 in 2022 CDBG funds to the Minor Home Repair program. Of this funding, \$257,437.74 will be used by the City in its Minor Home Repair program and \$300,000.00 will be used by Community Action for its Senior Minor Home Repair program with a subrecipient agreement which will come before the Commission for approval at a later date.

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Battle Creek City Commission  
4/16/2024

### **Action Summary**

**Staff Member:** Helen Guzzo, Community Development Supervisor

**Department:** Community Development

### **SUMMARY**

A Resolution seeking approval of the Substantial Amendment to the City's 2018, 2022 and 2023 Annual Action Plans for the Community Development Block Grant (CDBG) program reallocating \$557,437.74 to the Minor Home Repair Program.

### **BUDGETARY CONSIDERATIONS**

This Resolution reallocates unspent CDBG funding into activities that fulfill a need in the community and can be spent in a timely manner. No City general funds will be used.

### **HISTORY, BACKGROUND and DISCUSSION**

Due to the age of housing in Battle Creek and the need of low and moderate income homeowners for Minor Home Repair, the City of Battle Creek proposes moving \$155,718.58 in CDBG funds from 2018



from the Rental Rehabilitation Program to the Minor Home Repair Program. The City also proposes re-allocating \$401,719.16 in 2022 CDBG funds that are not currently committed to a specific activity to the Minor Home Repair program due to the demand in the community for the program. The following use of funds received in previous years is proposed:

**1) City of Battle Creek's Minor Home Repair: \$257,437.74**

City of Battle Creek activity will provide grants to low- and moderate-income homeowners for exterior and interior repairs for cited code violations, and health and safety issues. This amount contains \$101,719.16 in funds unallocated to activities in 2022, and \$155,718.58 reallocated from 2018 from the Rental Rehabilitation Program.

**2) Senior Minor Home Repair program to sub-recipient, Community Action: \$300,000.00**

These funds will provide grants to low- and moderate-income homeowners, age 60 and over, for necessary interior and exterior repairs. These funds are from the 2022 CDBG program that are unallocated to activities.

**Total Reallocated CDBG Funds: \$557,437.74**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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ATTACHMENTS:

File Name	Description
❏ Substantial_Amendment_Public_Notice.pdf	Substantial Amendment Public Notice

**Notice of Substantial Amendment  
City of Battle Creek's Annual Action Plans  
Program Years 2018, 2022, and 2023  
For Community Development Block Grant (CDBG) funds**

Under Title I of the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990, the City of Battle Creek is required to prepare a plan that describes how the City will allocate funds from the Community Development Block Grant (CDBG) through the U.S. Department of Housing and Urban Development (HUD) to meet the need of low- and moderate-income persons of Battle Creek.

The City of Battle Creek is publishing this notice to make citizens aware of a public comment period on the City's Substantial Amendment to previous years' Annual Action Plan re-allocating funds that are unspent beginning March 1, 2024, and ending at the conclusion of the Public Hearing to be held before the City Commission on Tuesday, April 16, 2024, at 7:00 p.m. in the City Commission Chambers, City Hall, Room 301, 10 N. Division Street, Battle Creek, Michigan. The Substantial Amendment, previous Annual Action Plans, and the 2020-2024 Consolidated Plan may be reviewed at the City of Battle Creek's Community Development Division, City Hall, 10 N. Division Street, Suite 104, Battle Creek, MI, or viewed online on the Community Development page on the City's website at [Annual Action Plans | Battle Creek, MI \(battlecreekmi.gov\)](#).

Due to the age of housing in Battle Creek and the need of low- and moderate-income homeowners for Minor Home Repair, the City of Battle Creek proposes moving \$155,718.58 in CDBG funds from 2018 from the Rental Rehabilitation Program to the Minor Home Repair Program. The City also proposes moving allocating \$401,719.16 in 2022 CDBG funds that are not currently committed to a specific activity to the Minor Home Repair program due to the demand in the community for the program. The following use of funds received in previous years is proposed:

- |           |  |                     |
|-----------|--|---------------------|
| <b>1)</b> | <b>City of Battle Creek's Minor Home Repair</b><br>City of Battle Creek activity will provide grants to low- and moderate-income homeowners for exterior and interior repairs for cited code violations, and health and safety issues. -This amount contains \$101,719.16 in funds unallocated to activities in 2022, and \$155,718.58 reallocated from 2018 from the Rental Rehabilitation Program. | <b>\$257,437.74</b> |
| <b>2)</b> | <b>Senior Minor Home Repair program to sub-recipient, Community Action</b><br>These funds will provide grants to low- and moderate-income homeowners, age 60 and over, for necessary interior and exterior repairs. These funds are from the 2022 CDBG program that are unallocated to activities.   | <b>\$300,000.00</b> |

<b>Total Reallocated CDBG Funds</b>	<b>\$557,437.74</b>
-------------------------------------	---------------------

Written comments on this Substantial Amendment to the City's 2023-2024 Annual Action Plan and projected use funds may be made until April 16, 2024 to:

Helen Guzzo, Community Development Supervisor,  
City of Battle Creek Community Development Division  
10 N. Division Street, Suite 104, Battle Creek, MI 49014  
[hguzzo@battlecreekmi.gov](mailto:hguzzo@battlecreekmi.gov) phone: 269-966-3267

The City of Battle Creek will provide the necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered in the meeting upon seven days notice to the City of Battle Creek. Individuals with disabilities requiring auxiliary aids or services should contact: Victoria Houser, Office of the City Clerk at 269-966-3348, or emailing [vhouser@battlecreekmi.gov](mailto:vhouser@battlecreekmi.gov)

The City of Battle Creek will also provide interpretation services and translation of any printed materials being considered in this meeting upon seven-day notice. Individuals needing interpretation or translation should contact Michelle Salazar by calling (269) 966-3364.



## Resolution

NO. 428

A Resolution seeking affirmation of the partial denial of Freedom of Information Act (FOIA) request No. 24-471 by Mr. Glenn Kowalske (Appellant).

**BATTLE CREEK, MICHIGAN - 4/16/2024**

### **Resolved by the Commission of the City of Battle Creek:**

That an appeal of the City FOIA Coordinator's partial denial of Freedom of Information Act (FOIA) request No. 24-471 has been made by Appellant, pursuant to City of Battle Creek Freedom of Information Act Procedures and Guidelines, and MCL § 15.240.

The City Commission having given its consideration to all information presented to it relating to said appeal, agrees with the findings as set out in the March 14, 2024 partial denial letter by the City FOIA Coordinator based upon MCL § 15.243(1)(y).

Therefore, the City Commission does, by way of this Resolution, affirm the partial denial issued in FOIA request No. 24-471, made by Appellant pursuant to the Michigan FOIA.

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Battle Creek City Commission

4/16/2024

### **Action Summary**

**Staff Member:** Marcel Stoetzel, Deputy City Attorney

**Department:** City Attorney

### **SUMMARY**

A Resolution seeking affirmation of the partial denial of Freedom of Information Act (FOIA) request No. 24-471 by Mr. Glenn Kowalske (Appellant).

### **BUDGETARY CONSIDERATIONS**

None.

### **HISTORY, BACKGROUND and DISCUSSION**

Appellant electronically submitted a request for documents on February 22, 2024, which was assigned identifier FOIA No. 24-471. Appellant sought “access to plans for the City of Battle Creek water supply water [sic] to the Marshall “Mega-Site” near the intersection of Michigan Ave. and I-69... in the form of a planned system map, with associated construction details such as line size and operating pressures.” See *attached February 22, 2024 email and FOIA request No. 24-471*.

On March 1, 2024 Appellant was issued notice of a 10-day extension. MCL § 15.235(2)(d) and City of Battle Creek FOIA Procedures and Guidelines (CBC Procedures), Section 3. See *attached FOIA Notice of a 10-day Extension and March 1, 2024 email*.

On March 1, 2024 Appellant responded to the 10-day extension notice. See *attached Appellant’s March 1, 2024 email*.

On March 14, 2024 Appellant’s FOIA request was granted in part and denied in part. MCL 15.243(1)(y) and CBC Procedures Section 3. See *attached Partial Denial of Request for Public Record and March 14, 2024 email*.

On March 14, 2024 Appellant responded to the partial denial notice indicating his preference to view the documents that were available. See *attached Appellant’s March 14, 2024 email*.

On March 15, 2024 Appellant was notified that the FOIA Coordinator was unsure if Appellant wanted to move forward with paying the costs of FOIA No. 24-471 and was provided options on payment and how to receive or arrange for inspection of the requested documents. See *attached March 14, 2024 email*.

Despite being informed that records were available, as there was only a partial denial of responsive records on the basis of MCL § 15.243(1)(y), Appellant has not sought to pay for, access, or view the documents responsive to request FOIA 24-471. See *March 14 and 15, 2024 emails*.

The appeal did not set out any basis for the appeal as required by both the state statute (MCL 15.240) and the city appeal process (see CBC Procedures, Section 7) other than to say:

I would like to appeal this FOIA request to the “head of the organization”. Please let me know the next steps and when this will be on the City of Battle Creek Commission’s meeting agenda.

The purpose of this FOIA request is to inform the public of the water supply network layout, and purpose, that will impact many properties on Verona, purportedly 11 Mile and 15 Mile (or 13 Mile), as well as Michigan Ave. Some information has been made available to certain entities which is why your denial is wrong and should be overruled. You are blocking transparency to the public.

Attached are examples of limited information already available to the public, but from suspect sources that are not governmental or reliable in nature. A clear picture of the route of the water supply would in no way be a reason cited [sic] in the denial letter to not disclose this information to the local public impacted by this large municipal project impacting Emmett and Marshall Townships. Further, planning of supply planning to residents along the route, including the Marshall Township Fire Station 1, is critical to property owners on the propose [sic] route. Again, it appears Battle Creek has given this information to specific individuals or organizations, making this denial a targeted one, against the FOIA statute and its intent (public transparency).

I am more that [sic] willing to sit down to discuss, or otherwise communicate, any concerns preventing this release, however the attached denial does not site [sic] any specific reasons. I am sure we can work out a compromise that is satisfactory to both parties.

For reference, Scott Wolfersberger is a City of Marshall Council Member and the attached cartoon of the planned water system is from the Choose Marshall website.

Emmett Township calls it the “Grand Loop”.....but they say 13 Mile Rd..... Please be transparent to residents in Emmett and Marshall Townships!

*See Appellants March 28, 2024 email and attachments including the partial denial in FOIA No. 24-471, two screen shots of social media comments, a “cartoon” map, and a photo.*

*Notably, Appellant identifies the attachments supporting his appeal as being from suspect sources and not reliable in nature.*

Appellant’s reasons included in his appeal are that the denial is wrong and should be overruled, the City is blocking transparency, and that supply planning is critical to residents along the route. Appellant does not discuss, as is required, why the identified exemption is not applicable.

The Michigan FOIA exempts certain records from disclosure. Specifically, requested records may be exempted from disclosure as provided by MCL 15.243(1):

(y) Records or information of measures designed to protect the security or safety of persons or property, or the confidentiality, integrity, or availability of information systems, whether public or private, including capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, domestic preparedness strategies, and cybersecurity plans, assessments, or vulnerabilities, unless disclosure would not impair a public body's ability to protect the security or safety of persons or property or unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance., but not limited to, building, public works, and public water supply designs to the extent that those designs relate to the ongoing security measures of a public body,

Some records Appellant requested are exempt from disclosure under the public safety exemption found at MCL § 15.243(1)(y). Subsection (y)’s public safety exemption applies to the request for “access to plans for the City of Battle Creek water supply water [sic] to the Marshall “Mega-Site” near the intersection of Michigan Ave. and I-69...in the form of a planned system map, with associated construction details such as line size and operating pressures,” because the request includes critical infrastructure protected by Homeland Security laws, including records or information of measures designed to protect the security or safety of persons or property, or the confidentiality, integrity, or availability of public information systems of building, public works, and public water supply designs that relate to the ongoing security measures of a public body, risk planning documents, threat assessments, and domestic preparedness strategies, the disclosure of which would impair a public body's ability to protect the security or safety of persons or property and the public interest in disclosure does not outweigh the public interest in nondisclosure in this particular instance.

Thus, the records requested by Appellant that were partially denied fall within the permitted exemption.

The partial denial in FOIA No. 24-471 was appropriate under MCL § 15.243(1)(y) thus should be affirmed and the appeal should be denied.






## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

The City FOIA Coordinator and City Attorney support approval of this Resolution.

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## ATTACHMENTS:

File Name	Description
 24-471_Request_2.22.24.pdf	Request
 24-471_10-Day_Extension.pdf	Extension
 24-471_Partial_Denial.pdf	Partial denial
 24-471_Emails_2.22.24_through_3.28.24.pdf	Emails
 24-471_Appeal_Attachments.pdf	Appeal attachments



# REQUEST FOR PUBLIC RECORD

Clear Form

## City of Battle Creek Clerk's Office

10 North Division Street, Room 111, Battle Creek, MI 49014

cityclerk@battlecreekmi.gov

### \*REQUIRED INFORMATION

\* Name Glenn Kowalske  
\* Address 15548 17 1/2 Mile Rd  
\* City/State/Zip Marshall, MI 49068  
Email glenn@kowalske.net  
\* Phone 269-282-4401

### Office Use Only

FOIA # 24-471  
Department DPW  
Request Received: Written: ☐  
Electronically: ☒

\*Today's Date: February 22, 2024

I request to have the public record(s) supplied to me in the following format: (Check ONE only) ☒ Electronic ☐ Inspection ☐ Paper Copies

Note: Video is not able to be sent electronically - requests that contain video will need to be picked up or will be mailed

Public records desired: ☐ Police Report ☐ Accident Report/UD10 ☐ Attachments ☐ Video ☐ Photos ☒ Other \_\_\_\_\_

(Check all that apply)

\*Name and brief description identifying public record desired:

water supply to Marshall Mega Site...

**\*\*SEE ATTACHED\*\***

I understand a public body must respond to my request within five (5) business days after it is received (If a request for a public record is received by facsimile or e-mail, the request is deemed to have been received on the following business day). The public body must grant or deny all or a portion of my request, or issue a notice extending for ten (10) business days, the period in which the public body must respond to my request. In place of these deadlines, I agree to allow the public body a reasonable time to process my request.

I acknowledge that from the time that I, or the organization I represent, have been granted access to a "motor vehicle accident report" until thirty (30) days after the date the report is filed, both I and the organization I represent (if any) are prohibited from: (a) using the report for any direct solicitation of an individual, vehicle owner, or property owner listed in the report (b) disclosing any personal information contained in the report to a third party for commercial solicitation of an individual, vehicle owner, or property owner listed in the report. This statement is made pursuant to Public Act 218 of 2013 and I further acknowledge that a person that knowingly violates section 503 of Public Act 218 of 2013 is guilty of a crime punishable by a fine or imprisonment or both.

Signature \_\_\_\_\_

**PAYMENT MUST BE RECEIVED PRIOR TO DELIVERY OF PUBLIC RECORDS.**

#### FOIA Charges:

Police

Clerk

Other Dept.

Other Dept.

Other Dept.

Labor (Search and Examination,  
Redaction and Review)

Non-Paper Physical Media  
\_\_\_\_\_ copies @ \$ \_\_\_\_\_

Labor (Duplication)

Mailing

Sub Total

(-) Waivers and Reductions or Deposit

**Total Due (per department)**

**Total Amount Due** \$ \_\_\_\_\_

Visit [www.battlecreekmi.gov](http://www.battlecreekmi.gov) to view the City of Battle Creek's FOIA procedures and guidelines.

**CITY OF BATTLE CREEK**  
**FREEDOM OF INFORMATION ACT RESPONSE**

FOIA # 24-471

You have the right to appeal this response to the City Commission in writing that specifically states the word "APPEAL" and indicates the reason or reasons for reversal of the response, or seek judicial review in the Circuit Court within 180 days of a final determination of a request. The burden of proof in Court is on the public body. If the Court determines that the public body has been arbitrary and capricious in not disclosing a public record, it may award, in addition to actual and compensatory damages, punitive damages not exceeding \$1,000.00.

BILL CALCULATION	AMOUNT
<b>LABOR:</b> Department: _____ Searching for, locating and/or reviewing the material, including separating exempt from non-exempt material (increments of 15 minutes or more): No. of Hours: _____ X Wage Rate (refer to breakdown below)      \$ _____	\$ _____
<b>LABOR:</b> Department: _____ Searching for, locating and/or reviewing the material, including separating exempt from non-exempt material (increments of 15 minutes or more): No. of Hours: _____ X Wage Rate (refer to breakdown below)      \$ _____	\$ _____
<b>LABOR:</b> Department: _____ Searching for, locating and/or reviewing the material, including separating exempt from non-exempt material (increments of 15 minutes or more): No. of Hours: _____ X Wage Rate (refer to breakdown below)      \$ _____	\$ _____
<b>LABOR:</b> Department: _____ Searching for, locating and/or reviewing the material, including separating exempt from non-exempt material (increments of 15 minutes or more): No. of Hours: _____ X Wage Rate (refer to breakdown below)      \$ _____	\$ _____
<b>DUPLICATING:</b> Department: _____ Labor: (increments of 5 minutes or more) No. of Hours _____ X Wage Rate (refer to breakdown below)      \$ _____ Paper: No. of Pages: _____ X Copying Rate \$ _____ per page	\$ _____
<b>OTHER COSTS:</b> Describe (e.g. Overtime, cost of audio tapes etc.) Media/Other: _____ x \$ _____ = _____	\$ _____
<b>MAILING:</b> (Actual Cost)	\$ _____
<b>Detailed Labor costs* for review and separation and duplication of exempt from non-exempt material:</b> (*The public body may add up to 50% to the applicable labor charge amount to cover or partially cover the costs of fringe benefits) City Clerk's Office: \$23.61/hr x 42.60% (fringe benefits multiplier*) Police Records: \$19.63/hr x 47.93 % (fringe benefits multiplier *) Police Lab: \$34.75/hr x 50.00 % (fringe benefits multiplier *) Fire Department: \$25.37/hr x 40.79% (fringe benefits multiplier*) Planning Department: \$23.53/hr x 38.67% (fringe benefits multiplier*) Department of Public Works: \$25.24/hr x 41.91% (fringe benefits multiplier*) Inspection Department: \$21.81/hr x 44.75% (fringe benefits multiplier*) Other Department: _____ \$ _____/hr x _____ % (fringe benefits multiplier) Other Department: _____ \$ _____/hr x _____ % (fringe benefits multiplier)	<b>TOTAL</b> \$ _____
	<b>DEPOSIT*</b> \$ _____
	<b>BALANCE TO BE PAID*</b> \$ _____

\*Labor costs are calculated using the lowest paid Department employee capable of each task.



# FOIA Request

Glenn Kowalske <glenn@kowalske.net>

Thu 2/22/2024 1:21 PM

To: City Clerk <CityClerk@battlecreekmi.gov>; Victoria L. Houser <vlhouser@battlecreekmi.gov>; Rebecca L. Fleury <RLFleury@battlecreekmi.gov>

Cc: markbehnke@aol.com <markbehnke@aol.com>; bnoble@detroitnews.com <bnoble@detroitnews.com>; jhinkley@thealpenanews.com <jhinkley@thealpenanews.com>; jennifer.kiel@farmprogress.com <jennifer.kiel@farmprogress.com>; aanews@mlive.com <aanews@mlive.com>; ajpitchure@sbgvtv.com <ajpitchure@sbgvtv.com>; Anna.Clark@propublica.org <Anna.Clark@propublica.org>; austin.gergens@michigannewssource.com <austin.gergens@michigannewssource.com>; austin.gergens@michigannewssource.com <austin.gergens@michigannewssource.com>; benjamin.klayman@thomsonreuters.com <benjamin.klayman@thomsonreuters.com>; cmauger@detroitnews.com <cmauger@detroitnews.com>; david.horak@woodtv.com <david.horak@woodtv.com>; dboucher@freepress.com <dboucher@freepress.com>; Dwyatt@medianewsgroup.com <Dwyatt@medianewsgroup.com>; eleblanc@detroitnews.com <eleblanc@detroitnews.com>; eebner21@gmail.com <eebner21@gmail.com>; fred@j-adgraphics.com <fred@j-adgraphics.com>; GSteele <GSteele@battlecreekenquirer.com>; Hope@mackinac.org <Hope@mackinac.org>; jerry.malec@mwcradio.com <jerry.malec@mwcradio.com>

1 attachments (506 KB)

RE: REVISED-Re: FOIA records request #23-985;

Email sent from outside of the City of Battle Creek. Use caution before clicking links/attachments.

Rebecca Fleury, ICMA-CM

City Manager, City of Battle Creek

Victoria Houser

City Clerk, City of Battle Creek

Ms. Fleury and M. Houser,

Under the Michigan FOIA, I am requesting access to plans for the City of Battle Creek water supply water to the Marshall "Mega-Site" near the intersection of Michigan Ave. and I-69, or more generally to the Michigan Avenue area between 12 Mile Rd. and I-69. I understand this is a loop system, per the many descriptions from groups you have shared this information with. No

This would be at minimum in the form of a planned system map, with associated construction details such as line size and operating pressures. I assume this is readily available as the City of Battle Creek has committed to this project and has made much of this information available to other groups, per my previous message (attached).

The community continues to seek transparency and I am shocked at the City of Battle Creek's continued actions to block this information from local residents.

Best regards,

Glenn Kowalske, P.E.

15548 17 ½ Mile Rd.

Marshall, MI 49068

269-282-4401



**Freedom of Information Coordinator**

**FREEDOM OF INFORMATION ACT**  
**NOTICE OF 10-DAY EXTENSION**

**City of Battle Creek, Michigan**

**According to the Freedom of Information Act, P.A. 1976, No. 442, a public body must respond to requests for public records within five (5) business days of the date the request is received. That statute also provides that the public body may give notice of the need for additional time, not exceeding ten (10) additional business days in which to respond to a request for public records. This public body, therefore, does hereby give notice of a need for additional time to act upon your request.**

**Reason for Extension: Request will require additional time to collect and examine public records.**

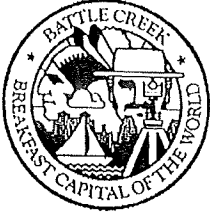
**This public body shall, therefore, on or before: March 15, 2024**

- (1) Grant the request;**
- (2) Issue a written notice denying the request; or**
- (3) Grant the request in part and issue a written notice denying the request in part.**

**DATED: February 22, 2024 (electronic submission)**

**REQUEST: "...plans for the City of Battle Creek water supply water to the Marshall "Mega-Site"..."**

**FOIA: 24-471**



City Clerk/Freedom of Information Coordinator  
City of Battle Creek  
10 N. Division Street, Room 111  
Battle Creek, MI 49014  
269.966.3348

FOIA# 24-471

## **PARTIAL DENIAL OF REQUEST FOR PUBLIC RECORD**

Name: Glen Kowalske  
Address: 15548 17 1/2 Mile Rd  
City: Marshall, MI 49068  
Phone: 269-282-4401

Date Request Received: February 22, 2024

Public Record Requested:

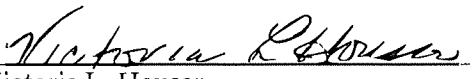
"...plans for the City of Battle Creek water supply water to the Marshall "Mega-Site" near the intersection of Michigan Ave...planned system map, with...line size and operating pressures..."

**I certify that a search has been conducted and your request, although granted in part, is denied in part for the following reason(s):**

☒ Your request for "planned system map" and "operating pressures" is denied in full as public water supply designs are exempt from disclosure under: MCL 15.243 Sec. 13(1) A public body may exempt from disclosure as a public record under this act:

(y) Records or information of measures designed to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs to the extent that those designs relate to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, unless disclosure would not impair a public body's ability to protect the security or safety of persons or property or unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance.

Denial Approved:

  
Victoria L. Houser  
Freedom of Information Coordinator  
Date: March 15, 2024

**NOTICE:** This correspondence constitutes a certification that the public records, as indicated, do not exist. You have the right to appeal this denial to the City Commission in writing that specifically states the word "APPEAL" and indicates the reason or reasons for reversal of the denial, or seek judicial review in the Circuit Court within 180 days of a final determination to deny a request. If the Court determines a public record is not exempt from disclosure, it shall order its release or production. The burden of proof in Court is on the public body. If the Court determines that the public body has been arbitrary and capricious in not disclosing a public record, it may award, in addition to actual and compensatory damages, punitive damages not exceeding \$1,000.00.

## FW: FOIA #24-471 - Appeal

Rebecca L. Fleury <RLFleury@battlecreekmi.gov>

Thu 3/28/2024 12:57 PM

To: Jill H. Steele <JHSteele@battlecreekmi.gov>; Marcel Stoetzel <CMStoetzel@battlecreekmi.gov>

📎 1 attachments (2 MB)

BC Water Pipes;

Additional information on FOIA appeal

*Rebecca*



---

**From:** Glenn Kowalske <glenn@kowalske.net>

**Sent:** Thursday, March 28, 2024 11:40 AM

**To:** City Clerk <CityClerk@battlecreekmi.gov>; Victoria L. Houser <vlhouser@battlecreekmi.gov>; Rebecca L. Fleury <RLFleury@battlecreekmi.gov>

**Cc:** markbehnke@aol.com; Thomas Albert <sentAlbert@senate.michigan.gov>; Sarah Lightner <SarahLightner@house.mi.gov>; j.w.smith04@gmail.com; carlareynolds@me.com; jlance@kehb.com; ccsimmons73@gmail.com; dboucher@freepress.com; GSteele <GSteele@battlecreekenquirer.com>; bnoble@detroitnews.com; jenasia99@gmail.com; podonnell.cts@gmail.com; rogerballard19@gmail.com; sherrysofia4bc@gmail.com

**Subject:** RE: FOIA #24-471 - Appeal

Additional picture of the actual work for the Battle Creek water system on Michigan Avenue heading east from 11 Mile Rd..... Please include this in my appeal package.

Glenn Kowalske, P.E.

---

**From:** Glenn Kowalske <[glenn@kowalske.net](mailto:glenn@kowalske.net)>

**Sent:** Thursday, March 28, 2024 11:34 AM

**To:** City Clerk <[CityClerk@battlecreekmi.gov](mailto:CityClerk@battlecreekmi.gov)>; Victoria L. Houser <[vlhouser@battlecreekmi.gov](mailto:vlhouser@battlecreekmi.gov)>; [rlfleury@battlecreekmi.gov](mailto:rlfleury@battlecreekmi.gov)

**Cc:** Mark A. Behnke <[markbehnke@aol.com](mailto:markbehnke@aol.com)>; Thomas Albert <[sentAlbert@senate.michigan.gov](mailto:sentAlbert@senate.michigan.gov)>; Sarah Lightner <[SarahLightner@house.mi.gov](mailto:SarahLightner@house.mi.gov)>; [j.w.smith04@gmail.com](mailto:j.w.smith04@gmail.com); [carlareynolds@me.com](mailto:carlareynolds@me.com); [jlance@kehb.com](mailto:jlance@kehb.com);

[ccsimmons73@gmail.com](mailto:ccsimmons73@gmail.com); [dboucher@freepress.com](mailto:dboucher@freepress.com); [gstele@battlecreekenquirer.com](mailto:gstele@battlecreekenquirer.com);  
[bnoble@detroitnews.com](mailto:bnoble@detroitnews.com); [jenasia99@gmail.com](mailto:jenasia99@gmail.com); [podonnell.cts@gmail.com](mailto:podonnell.cts@gmail.com); [rogerballard19@gmail.com](mailto:rogerballard19@gmail.com);  
[sherrysofia4bc@gmail.com](mailto:sherrysofia4bc@gmail.com)

**Subject:** RE: FOIA #24-471 - Appeal

I would like to appeal this FOIA request to the “head of the organization”. Please let me know the next steps and when this will be on the City of Battle Creek Commission’s meeting agenda.

The purpose of this FOIA request is to inform the public of the water supply network layout, and purpose, that will impact many properties on Verona, purportedly 11 Mile and 15 Mile (or 13 Mile), as well as Michigan Ave. Some information has been made available to certain entities which is why your denial is wrong and should be overruled. You are blocking transparency to the public.

Attached are examples of limited information already available to the public, but from suspect sources that are not governmental or reliable in nature. A clear picture of the route of the water supply would in no way be a reason cited in the denial letter to not disclose this information to the local public impacted by this large municipal project impacting Emmett and Marshall Townships. Further, planning of supply planning to residents along the route, including the Marshall Township Fire Station 1, is critical to property owners on the propose route. Again, it appears Battle Creek has given this information to specific individuals or organizations, making this denial a targeted one, against the FOIA statute and its intent (public transparency).

I am more that willing to sit down to discuss, or otherwise communicate, any concerns preventing this release, however the attached denial does not site any specific reasons. I am sure we can work out a compromise that is satisfactory to both parties.

For reference, Scott Wolfersberger is a City of Marshall Council Member and the attached cartoon of the planned water system is from the Choose Marshall website.

[https://choosemarshall.com/update-on-new-water-and-wastewater-infrastructure-in-our-community/?fbclid=IwAR2oEpW9ijmnE2Tb7oQNx9q1WLEv824NrOgg4SK7ORijHGna8QkEdV9w\\_Fl](https://choosemarshall.com/update-on-new-water-and-wastewater-infrastructure-in-our-community/?fbclid=IwAR2oEpW9ijmnE2Tb7oQNx9q1WLEv824NrOgg4SK7ORijHGna8QkEdV9w_Fl)

Emmett Township calls it the “Grand Loop” .....but they say 13 Mile Rd..... Please be transparent to residents in Emmett and Marshall Townships!

<https://richardpietshow.com/community-matters-70-more-roadwork-a-water-line-project-and-new-township-hall-maybe-in-emmett-township/>

Glenn Kowalske, P.E.

15548 17 ½ Mile Rd.  
Marshall, MI 49068

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**From:** City Clerk <[CityClerk@battlecreekmi.gov](mailto:CityClerk@battlecreekmi.gov)>  
**Sent:** Friday, March 15, 2024 1:47 PM  
**To:** Glenn Kowalske <[glenn@kowalske.net](mailto:glenn@kowalske.net)>  
**Subject:** FOIA #24-471

Attached is the partial denial letter you are requesting.

Sincerely,

**Alicia Greene**

*Deputy City Clerk*

**City of Battle Creek  
City Clerk's Office**

10 North Division Street Rm 111  
Battle Creek, Michigan 49014  
Ph- 269.966.3348  
Fx- 269.966.3555  
[amgreene@battlecreekmi.gov](mailto:amgreene@battlecreekmi.gov)

<http://www.battlecreekmi.gov>



**Mission for Battle Creek City Government**

To ensure a safe, prosperous and culturally enriched community.

**Vision for Battle Creek City Government**

We envision Battle Creek as an extraordinary community where people choose to live, work and play.

## Re: FOIA Notice #24-471 - Your records are ready to be released

City Clerk <CityClerk@battlecreekmi.gov>

Fri 3/15/2024 4:47 PM

To: Glenn Kowalske <glenn@kowalske.net>; City Clerk <CityClerk@battlecreekmi.gov>; Victoria L. Houser <vlhouser@battlecreekmi.gov>; Rebecca L. Fleury <RLFleury@battlecreekmi.gov>

Mr. Kowalske,

My co-worker, Ms. Greene has informed me that you called this afternoon to ask some questions regarding your FOIA request, #24-471, and you were also provided, via email, the denial letter for the exempt records that were responsive to your request.

Ms. Greene said that, based on your conversation, you were not sure if you wanted to move forward with paying the fee and obtaining your records. If you decide that you would like to receive your records you can call our office to make payment over the phone and we will send your records to your email address or if you want to inspect the records you can call and arrange for inspection of the records. Our office is open Monday through Friday from 8:00 am until 5:00 pm. Once payment is received for inspection we will provide a space for you to review the records.

Please reach out if you have any questions.

Sincerely,

*Shawna L. Beach*

**Shawna L. Beach**

**Records/Election Clerk  
City of Battle Creek  
City Clerk's Office**

10 North Division Street Rm 111  
Battle Creek, Michigan 49014  
Ph- 269.966.3348  
Fx- 269.966.3555  
slbeach@battlecreekmi.gov  
city-clerk@battlecreekmi.gov  
<http://www.battlecreekmi.gov>



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**From:** Glenn Kowalske <glenn@kowalske.net>

**Sent:** Thursday, March 14, 2024 6:55 PM

**To:** City Clerk <CityClerk@battlecreekmi.gov>; Victoria L. Houser <vlhouser@battlecreekmi.gov>; Rebecca L. Fleury <RLFleury@battlecreekmi.gov>

**Cc:** markbehnke@aol.com <markbehnke@aol.com>; bnoble@detroitnews.com <bnoble@detroitnews.com>; jhinkley@thealpenanews.com <jhinkley@thealpenanews.com>; jennifer.kiel@farmprogress.com <jennifer.kiel@farmprogress.com>; aanews@mlive.com <aanews@mlive.com>; ajpitchure@sbgvtv.com <ajpitchure@sbgvtv.com>; Anna.Clark@propublica.org <Anna.Clark@propublica.org>; austin.gergens@michigannewssource.com <austin.gergens@michigannewssource.com>; austin.gergens@michigannewssource.com <austin.gergens@michigannewssource.com>; benjamin.klayman@thomsonreuters.com <benjamin.klayman@thomsonreuters.com>; cmauger@detroitnews.com <cmauger@detroitnews.com>; david.horak@woodtv.com <david.horak@woodtv.com>; dboucher@freepress.com <dboucher@freepress.com>; Dwyatt@medianewsgroup.com <Dwyatt@medianewsgroup.com>; eleblanc@detroitnews.com <eleblanc@detroitnews.com>; eebner21@gmail.com <eebner21@gmail.com>; fred@j-adgraphics.com <fred@j-adgraphics.com>; GSteele <GSteele@battlecreekenquirer.com>; Hope@mackinac.org <Hope@mackinac.org>;

jerry.malec@mwcradio.com <jerry.malec@mwcradio.com>; jessi.l.phillips@wmich.edu  
<jessi.l.phillips@wmich.edu>; jhendler@j-adgraphics.com <jhendler@j-adgraphics.com>;  
jhoard@medianewsgroup.com <jhoard@medianewsgroup.com>; jlareau@freepress.com  
<jlareau@freepress.com>; Khall@detroitnews.com <Khall@detroitnews.com>; ktamborrino@politico.com  
<ktamborrino@politico.com>; ben.kesling@wsj.com <ben.kesling@wsj.com>; Lisa@mirsnews.com  
<Lisa@mirsnews.com>; marjorie@creativeonion.me <marjorie@creativeonion.me>; mgallow@michfb.com  
<mgallow@michfb.com>; neal.boudette@nytimes.com <neal.boudette@nytimes.com>;  
newsroom@detroitnews.com <newsroom@detroitnews.com>; newsroom@thealpenanews.com  
<newsroom@thealpenanews.com>; reportit@woodtv.com <reportit@woodtv.com>; pgardner@bridgemi.com  
<pgardner@bridgemi.com>; rwhite@mlive.com <rwhite@mlive.com>; seth@j-adgraphics.com <seth@j-  
adgraphics.com>; stauferaerial@gmail.com <stauferaerial@gmail.com>; Tim.aeppl@thomsonreuters.com  
<Tim.aeppl@thomsonreuters.com>; wxmi-news@fox17online.com <wxmi-news@fox17online.com>;  
senjlindsey@senate.michigan.gov <senjlindsey@senate.michigan.gov>; Thomas Albert  
(sentAlbert@senate.michigan.gov) <sentAlbert@senate.michigan.gov>; Sarah Lightner  
(SarahLightner@house.mi.gov) <SarahLightner@house.mi.gov>

**Subject:** RE: FOIA Notice #24-471 - Your records are ready to be released

Dear City Clerk,

I would prefer to come into the City of Battle Creek and view the documents. I assume this would be at no cost to me and that you would obey the Michigan Statute MCL 750.492. I do not have a number for the FOIA request, as none was given. But the attached is what was requested on February 22, 2024. I assume this is what you are referring to, as you copied my email. Please confirm all of this by COB tomorrow, Friday, March 15, 2024.

[https://www.legislature.mi.gov/\(S\(0sdaazsw0f4sy42qulaor3go\)\)/mileg.aspx?page=getObject&objectName=mcl-750-492](https://www.legislature.mi.gov/(S(0sdaazsw0f4sy42qulaor3go))/mileg.aspx?page=getObject&objectName=mcl-750-492)

Please let me know when I can view the documents in a reasonable manner and photograph them as I wish.

In closing, I find that the City of Battle Creek's continued resistance to providing public information and resisting FOIA requests to be insulting and against the public interest.

Glenn Kowalske, P.E.

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**From:** City Clerk <CityClerk@battlecreekmi.gov>  
**Sent:** Thursday, March 14, 2024 5:14 PM  
**To:** Glenn Kowalske <glenn@kowalske.net>  
**Subject:** FOIA Notice #24-471 - Your records are ready to be released

Dear Requester,  
Your Freedom of Information request has been reviewed and is ready to be released. See email below for records request.

Once payment is received, we will email the requested records to you.



The total charge due is **\$11.21**.

Cash, check or credit/debit cards are accepted (credit/debit card payments will be subject to a \$2.50 fee).

Checks can be made payable to the City of Battle Creek and sent to City Clerk, 10 N. Division Street, Room 216, Battle Creek, MI 49014 or you may utilize the blue Utility Billing drop box located on the north end of our parking lot - you must seal your payment (cash or check) in an envelope addressed to the Clerk's Office with your FOIA number clearly visible.

Credit/debit card payment can be made over the phone, Monday through Friday, between the hours of 8:00 am and 5:00 pm at (269) 966-3348 (fees will apply for credit/debit card payments). Please leave a message if you are sent to voicemail and someone will call you back to take your payment.

In order for us to locate your request you must reference **FOIA #24-471** with any correspondence or payments.

Thank you,

*Shawna L. Beach*

**Shawna L. Beach**

**Records/Election Clerk  
City of Battle Creek  
City Clerk's Office**

10 North Division Street Rm 111

Battle Creek, Michigan 49014

Ph- 269.966.3348

Fx- 269.966.3555

slbeach@battlecreekmi.gov

city-clerk@battlecreekmi.gov

<http://www.battlecreekmi.gov>



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**From:** Glenn Kowalske <[glenn@kowalske.net](mailto:glenn@kowalske.net)>

**Sent:** Thursday, February 22, 2024 1:21 PM

**To:** City Clerk <[CityClerk@battlecreekmi.gov](mailto:CityClerk@battlecreekmi.gov)>; Victoria L. Houser <[vlhouser@battlecreekmi.gov](mailto:vlhouser@battlecreekmi.gov)>; Rebecca L. Fleury <[RLFleury@battlecreekmi.gov](mailto:RLFleury@battlecreekmi.gov)>

**Cc:** [markbehnke@aol.com](mailto:markbehnke@aol.com) <[markbehnke@aol.com](mailto:markbehnke@aol.com)>; [bnoble@detroitnews.com](mailto:bnoble@detroitnews.com) <[bnoble@detroitnews.com](mailto:bnoble@detroitnews.com)>; [jhinkley@thealpenanews.com](mailto:jhinkley@thealpenanews.com) <[jhinkley@thealpenanews.com](mailto:jhinkley@thealpenanews.com)>; [jennifer.kiel@farmprogress.com](mailto:jennifer.kiel@farmprogress.com) <[jennifer.kiel@farmprogress.com](mailto:jennifer.kiel@farmprogress.com)>; [aanews@mlive.com](mailto:aanews@mlive.com) <[aanews@mlive.com](mailto:aanews@mlive.com)>; [ajpitchure@sbgvtv.com](mailto:ajpitchure@sbgvtv.com) <[ajpitchure@sbgvtv.com](mailto:ajpitchure@sbgvtv.com)>; [Anna.Clark@propublica.org](mailto:Anna.Clark@propublica.org) <[Anna.Clark@propublica.org](mailto:Anna.Clark@propublica.org)>; [austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com) <[austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com)>; [austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com) <[austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com)>; [benjamin.klayman@thomsonreuters.com](mailto:benjamin.klayman@thomsonreuters.com) <[benjamin.klayman@thomsonreuters.com](mailto:benjamin.klayman@thomsonreuters.com)>; [cmauger@detroitnews.com](mailto:cmauger@detroitnews.com) <[cmauger@detroitnews.com](mailto:cmauger@detroitnews.com)>; [david.horak@woodtv.com](mailto:david.horak@woodtv.com) <[david.horak@woodtv.com](mailto:david.horak@woodtv.com)>; [dboucher@freepress.com](mailto:dboucher@freepress.com) <[dboucher@freepress.com](mailto:dboucher@freepress.com)>; [Dwyatt@medianewsgroup.com](mailto:Dwyatt@medianewsgroup.com) <[Dwyatt@medianewsgroup.com](mailto:Dwyatt@medianewsgroup.com)>; [eleblanc@detroitnews.com](mailto:eleblanc@detroitnews.com) <[eleblanc@detroitnews.com](mailto:eleblanc@detroitnews.com)>; [eebner21@gmail.com](mailto:eebner21@gmail.com) <[eebner21@gmail.com](mailto:eebner21@gmail.com)>; [fred@j-adgraphics.com](mailto:fred@j-adgraphics.com) <[fred@j-adgraphics.com](mailto:fred@j-adgraphics.com)>; [GSteele@battlecreekenquirer.com](mailto:GSteele@battlecreekenquirer.com) <[GSteele@battlecreekenquirer.com](mailto:GSteele@battlecreekenquirer.com)>; [Hope@mackinac.org](mailto:Hope@mackinac.org) <[Hope@mackinac.org](mailto:Hope@mackinac.org)>; [jerry.malec@mwcradio.com](mailto:jerry.malec@mwcradio.com) <[jerry.malec@mwcradio.com](mailto:jerry.malec@mwcradio.com)>; [jessi.l.phillips@wmich.edu](mailto:jessi.l.phillips@wmich.edu) <[jessi.l.phillips@wmich.edu](mailto:jessi.l.phillips@wmich.edu)>; [jhendler@j-adgraphics.com](mailto:jhendler@j-adgraphics.com) <[jhendler@j-adgraphics.com](mailto:jhendler@j-adgraphics.com)>; [jhoard@medianewsgroup.com](mailto:jhoard@medianewsgroup.com) <[jhoard@medianewsgroup.com](mailto:jhoard@medianewsgroup.com)>;

[jlareau@freepress.com](mailto:jlareau@freepress.com) <[jlareau@freepress.com](mailto:jlareau@freepress.com)>; [Khall@detroitnews.com](mailto:Khall@detroitnews.com) <[Khall@detroitnews.com](mailto:Khall@detroitnews.com)>;  
[ktamborrino@politico.com](mailto:ktamborrino@politico.com) <[ktamborrino@politico.com](mailto:ktamborrino@politico.com)>; [ben.kesling@wsj.com](mailto:ben.kesling@wsj.com) <[ben.kesling@wsj.com](mailto:ben.kesling@wsj.com)>;  
[Lisa@mirsnews.com](mailto:Lisa@mirsnews.com) <[Lisa@mirsnews.com](mailto:Lisa@mirsnews.com)>; [marjorie@creativeonion.me](mailto:marjorie@creativeonion.me) <[marjorie@creativeonion.me](mailto:marjorie@creativeonion.me)>;  
[mgallow@michfb.com](mailto:mgallow@michfb.com) <[mgallow@michfb.com](mailto:mgallow@michfb.com)>; [neal.boudette@nytimes.com](mailto:neal.boudette@nytimes.com) <[neal.boudette@nytimes.com](mailto:neal.boudette@nytimes.com)>;  
[newsroom@detroitnews.com](mailto:newsroom@detroitnews.com) <[newsroom@detroitnews.com](mailto:newsroom@detroitnews.com)>;  
[newsroom@thealpenanews.com](mailto:newsroom@thealpenanews.com) <[newsroom@thealpenanews.com](mailto:newsroom@thealpenanews.com)>;  
[reportit@woodtv.com](mailto:reportit@woodtv.com) <[reportit@woodtv.com](mailto:reportit@woodtv.com)>; [pgardner@bridgemi.com](mailto:pgardner@bridgemi.com) <[pgardner@bridgemi.com](mailto:pgardner@bridgemi.com)>;  
[rwhite@mlive.com](mailto:rwhite@mlive.com) <[rwhite@mlive.com](mailto:rwhite@mlive.com)>; [seth@j-adgraphics.com](mailto:seth@j-adgraphics.com) <[seth@j-adgraphics.com](mailto:seth@j-adgraphics.com)>;  
[stauferaerial@gmail.com](mailto:stauferaerial@gmail.com) <[stauferaerial@gmail.com](mailto:stauferaerial@gmail.com)>;  
[Tim.aepfel@thomsonreuters.com](mailto:Tim.aepfel@thomsonreuters.com) <[Tim.aepfel@thomsonreuters.com](mailto:Tim.aepfel@thomsonreuters.com)>; [wxmi-news@fox17online.com](mailto:wxmi-news@fox17online.com) <[wxmi-news@fox17online.com](mailto:wxmi-news@fox17online.com)>

**Subject:** FOIA Request

Email sent from outside of the City of Battle Creek. Use caution before clicking links/attachments.

Rebecca Fleury, ICMA-CM

City Manager, City of Battle Creek

Victoria Houser

City Clerk, City of Battle Creek

Ms. Fleury and M. Houser,

Under the Michigan FOIA, I am requesting access to plans for the City of Battle Creek water supply water to the Marshall "Mega-Site" near the intersection of Michigan Ave. and I-69, or more generally to the Michigan Avenue area between 12 Mile Rd. and I-69. I understand this is a loop system, per the many descriptions from groups you have shared this information with. No

This would be at minimum in the form of a planned system map, with associated construction details such as line size and operating pressures. I assume this is readily available as the City of Battle Creek has committed to this project and has made much of this information available to other groups, per my previous message (attached).

The community continues to seek transparency and I am shocked at the City of Battle Creek's continued actions to block this information from local residents.

Best regards,  
Glenn Kowalske, P.E.  
15548 17 ½ Mile Rd.  
Marshall, MI 49068  
269-282-4401

**Mission for Battle Creek City Government**

To ensure a safe, prosperous and culturally enriched community.

**Vision for Battle Creek City Government**

We envision Battle Creek as an extraordinary community where people choose to live, work and play.

## RE: FOIA Request

Glenn Kowalske <glenn@kowalske.net>

Fri 3/1/2024 6:07 PM

To: City Clerk <CityClerk@battlecreekmi.gov>

Cc: bnoble@detroitnews.com <bnoble@detroitnews.com>; jhinkley@thealpenanews.com <jhinkley@thealpenanews.com>;

jennifer.kiel@farmprogress.com <jennifer.kiel@farmprogress.com>; aanews@mlive.com <aanews@mlive.com>;

ajpichure@sbgvtv.com <ajpichure@sbgvtv.com>; Anna.Clark@propublica.org <Anna.Clark@propublica.org>;

austin.gergens@michigannewssource.com <austin.gergens@michigannewssource.com>;

austin.gergens@michigannewssource.com <austin.gergens@michigannewssource.com>;

benjamin.klayman@thomsonreuters.com <benjamin.klayman@thomsonreuters.com>; cmauger@detroitnews.com

<cmauger@detroitnews.com>; david.horak@woodtv.com <david.horak@woodtv.com>; dboucher@freepress.com

<dboucher@freepress.com>; Dwyatt@medianewsgroup.com <Dwyatt@medianewsgroup.com>; eleblanc@detroitnews.com

<eleblanc@detroitnews.com>; eebner21@gmail.com <eebner21@gmail.com>; fred@j-adgraphics.com <fred@j-

adgraphics.com>; GSteele <GSteele@battlecreekenquirer.com>; Hope@mackinac.org <Hope@mackinac.org>;

jerry.malec@mwcrradio.com <jerry.malec@mwcrradio.com>; jessi.l.phillips@wmich.edu <jessi.l.phillips@wmich.edu>

 1 attachments (72 KB)

10-Day Extension 24-471.pdf;

Hello,

So you are incorrect, I submitted the FOIA on February 21 as evidenced by the date stamp and the reply I received. You are currently in violation of the FOIA. However, I understand that you will delay the FOIA request by a 10 day extension, **which you are required to explain and did not**, and then you will require an appeal to delay the response further. This is the typical City of Battle Creek response I have received and seems likely to be part of the larger movement to be non-transparent with information that impacts many residents in the greater Marshall area. The final insult will be some GIANT financial requirement to access public records, we now know your process here.....

You likely think you are being cute with your response. However, you should personally be ashamed, and the entire City of Battle Creek board should be ashamed, at your lack of transparency in this matter. You have blocked information on the supply of water to the Marshall Mega-Mess since my original FOIA request on April 24, 2023.

If this is one of the Battle Creek ploys to avoid the public knowing what you are doing, please look at the cc. list here. The media is fully aware of what Battle Creek is doing here and will report accordingly. You cannot continue to hide behind your evasive FOIA responses forever, the media will break the news eventually. Again, shame on you as a public official and shame on the City of Battle Creek board for not being transparent, except for the few that you allow information to, as I stated in my email.

Glenn Kowalske, P.E.

---

**From:** City Clerk <CityClerk@battlecreekmi.gov>  
**Sent:** Friday, March 1, 2024 5:04 PM  
**To:** Glenn Kowalske <glenn@kowalske.net>  
**Cc:** City Clerk <CityClerk@battlecreekmi.gov>  
**Subject:** Re: FOIA Request

Mr. Kowalske,  
This public body requires additional time to collect and process your requested documents.  
Please see the attached notice.

Please also note that your FOIA request was submitted to our office on February 22, 2024, electronically, which means that your due date is March 1, 2024 (electronically submitted requests are actually considered "received" 1 business day after the electronic transmission is made - see MCL 15.235; Sec. 5. (1)).

Thank you,

*Shawna L. Beach*

 slbeach

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**From:** Glenn Kowalske <[glenn@kowalske.net](mailto:glenn@kowalske.net)>  
**Sent:** Thursday, February 22, 2024 1:21 PM  
**To:** City Clerk <[CityClerk@battlecreekmi.gov](mailto:CityClerk@battlecreekmi.gov)>; Victoria L. Houser <[vlhouser@battlecreekmi.gov](mailto:vlhouser@battlecreekmi.gov)>; Rebecca L. Fleury <[RLFleury@battlecreekmi.gov](mailto:RLFleury@battlecreekmi.gov)>  
**Cc:** [markbehnke@aol.com](mailto:markbehnke@aol.com) <[markbehnke@aol.com](mailto:markbehnke@aol.com)>; [bnoble@detroitnews.com](mailto:bnoble@detroitnews.com) <[bnoble@detroitnews.com](mailto:bnoble@detroitnews.com)>; [jhinkley@thealpenanews.com](mailto:jhinkley@thealpenanews.com) <[jhinkley@thealpenanews.com](mailto:jhinkley@thealpenanews.com)>; [jennifer.kiel@farmprogress.com](mailto:jennifer.kiel@farmprogress.com) <[jennifer.kiel@farmprogress.com](mailto:jennifer.kiel@farmprogress.com)>; [aanews@mlive.com](mailto:aanews@mlive.com) <[aanews@mlive.com](mailto:aanews@mlive.com)>; [ajpitchure@sbgvtv.com](mailto:ajpitchure@sbgvtv.com) <[ajpitchure@sbgvtv.com](mailto:ajpitchure@sbgvtv.com)>; [Anna.Clark@propublica.org](mailto:Anna.Clark@propublica.org) <[Anna.Clark@propublica.org](mailto:Anna.Clark@propublica.org)>; [austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com) <[austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com)>; [austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com) <[austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com)>; [benjamin.klayman@thomsonreuters.com](mailto:benjamin.klayman@thomsonreuters.com) <[benjamin.klayman@thomsonreuters.com](mailto:benjamin.klayman@thomsonreuters.com)>; [cmauger@detroitnews.com](mailto:cmauger@detroitnews.com) <[cmauger@detroitnews.com](mailto:cmauger@detroitnews.com)>; [david.horak@woodtv.com](mailto:david.horak@woodtv.com) <[david.horak@woodtv.com](mailto:david.horak@woodtv.com)>; [dboucher@freepress.com](mailto:dboucher@freepress.com) <[dboucher@freepress.com](mailto:dboucher@freepress.com)>; [Dwyatt@medianewsgroup.com](mailto:Dwyatt@medianewsgroup.com) <[Dwyatt@medianewsgroup.com](mailto:Dwyatt@medianewsgroup.com)>; [eleblanc@detroitnews.com](mailto:eleblanc@detroitnews.com) <[eleblanc@detroitnews.com](mailto:eleblanc@detroitnews.com)>; [eebner21@gmail.com](mailto:eebner21@gmail.com) <[eebner21@gmail.com](mailto:eebner21@gmail.com)>; [fred@j-adgraphics.com](mailto:fred@j-adgraphics.com) <[fred@j-adgraphics.com](mailto:fred@j-adgraphics.com)>; GSteele <[GSteele@battlecreekenquirer.com](mailto:GSteele@battlecreekenquirer.com)>; [Hope@mackinac.org](mailto:Hope@mackinac.org) <[Hope@mackinac.org](mailto:Hope@mackinac.org)>; [jerry.malec@mwcradio.com](mailto:jerry.malec@mwcradio.com) <[jerry.malec@mwcradio.com](mailto:jerry.malec@mwcradio.com)>; [jessi.l.phillips@wmich.edu](mailto:jessi.l.phillips@wmich.edu) <[jessi.l.phillips@wmich.edu](mailto:jessi.l.phillips@wmich.edu)>; [jhendler@j-adgraphics.com](mailto:jhendler@j-adgraphics.com) <[jhendler@j-adgraphics.com](mailto:jhendler@j-adgraphics.com)>; [jhoard@medianewsgroup.com](mailto:jhoard@medianewsgroup.com) <[jhoard@medianewsgroup.com](mailto:jhoard@medianewsgroup.com)>; [jlareau@freepress.com](mailto:jlareau@freepress.com) <[jlareau@freepress.com](mailto:jlareau@freepress.com)>; [Khall@detroitnews.com](mailto:Khall@detroitnews.com) <[Khall@detroitnews.com](mailto:Khall@detroitnews.com)>; [ktamborrino@politico.com](mailto:ktamborrino@politico.com) <[ktamborrino@politico.com](mailto:ktamborrino@politico.com)>; [ben.kesling@wsj.com](mailto:ben.kesling@wsj.com) <[ben.kesling@wsj.com](mailto:ben.kesling@wsj.com)>; [Lisa@mirsnews.com](mailto:Lisa@mirsnews.com) <[Lisa@mirsnews.com](mailto:Lisa@mirsnews.com)>; [marjorie@creativeonion.me](mailto:marjorie@creativeonion.me) <[marjorie@creativeonion.me](mailto:marjorie@creativeonion.me)>; [mgallow@michfb.com](mailto:mgallow@michfb.com) <[mgallow@michfb.com](mailto:mgallow@michfb.com)>; [neal.boudette@nytimes.com](mailto:neal.boudette@nytimes.com) <[neal.boudette@nytimes.com](mailto:neal.boudette@nytimes.com)>; [newsroom@detroitnews.com](mailto:newsroom@detroitnews.com) <[newsroom@detroitnews.com](mailto:newsroom@detroitnews.com)>; [newsroom@thealpenanews.com](mailto:newsroom@thealpenanews.com) <[newsroom@thealpenanews.com](mailto:newsroom@thealpenanews.com)>; [reportit@woodtv.com](mailto:reportit@woodtv.com) <[reportit@woodtv.com](mailto:reportit@woodtv.com)>; [pgardner@bridgemi.com](mailto:pgardner@bridgemi.com) <[pgardner@bridgemi.com](mailto:pgardner@bridgemi.com)>; [rwhite@mlive.com](mailto:rwhite@mlive.com) <[rwhite@mlive.com](mailto:rwhite@mlive.com)>; [seth@j-adgraphics.com](mailto:seth@j-adgraphics.com) <[seth@j-adgraphics.com](mailto:seth@j-adgraphics.com)>; [stauferaerial@gmail.com](mailto:stauferaerial@gmail.com) <[stauferaerial@gmail.com](mailto:stauferaerial@gmail.com)>; [Tim.aepfel@thomsonreuters.com](mailto:Tim.aepfel@thomsonreuters.com) <[Tim.aepfel@thomsonreuters.com](mailto:Tim.aepfel@thomsonreuters.com)>; [wxmi-news@fox17online.com](mailto:wxmi-news@fox17online.com) <[wxmi-news@fox17online.com](mailto:wxmi-news@fox17online.com)>  
**Subject:** FOIA Request

Email sent from outside of the City of Battle Creek. Use caution before clicking links/attachments.

Rebecca Fleury, ICMA-CM  
City Manager, City of Battle Creek

Victoria Houser  
City Clerk, City of Battle Creek

Ms. Fleury and M. Houser,

Under the Michigan FOIA, I am requesting access to plans for the City of Battle Creek water supply water to the Marshall "Mega-Site" near the intersection of Michigan Ave. and I-69, or more generally to the Michigan Avenue area between 12 Mile Rd. and I-69. I understand this is a loop system, per the many descriptions from groups you have shared this information with. No

This would be at minimum in the form of a planned system map, with associated construction details such as line size and operating pressures. I assume this is readily available as the City of Battle Creek has committed to this project and has made much of this information available to other groups, per my previous message (attached).

The community continues to seek transparency and I am shocked at the City of Battle Creek's continued actions to block this information from local residents.

Best regards,  
Glenn Kowalske, P.E.  
15548 17 ½ Mile Rd.  
Marshall, MI 49068  
269-282-4401

## RE: FOIA Request

Glenn Kowalske <glenn@kowalske.net>

Fri 3/1/2024 11:35 AM

To: City Clerk <CityClerk@battlecreekmi.gov>; Victoria L. Houser <vlhouser@battlecreekmi.gov>; Rebecca L. Fleury <RLFleury@battlecreekmi.gov>  
Cc: markbehnke@aol.com <markbehnke@aol.com>; bnoble@detroitnews.com <bnoble@detroitnews.com>;  
jhinkley@thealpenanews.com <jhinkley@thealpenanews.com>; jennifer.kiel@farmprogress.com  
<jennifer.kiel@farmprogress.com>; aanews@mlive.com <aanews@mlive.com>; ajpitchure@sbgvtv.com <ajpitchure@sbgvtv.com>;  
Anna.Clark@propublica.org <Anna.Clark@propublica.org>; austin.gergens@michigannewssource.com  
<austin.gergens@michigannewssource.com>; austin.gergens@michigannewssource.com  
<austin.gergens@michigannewssource.com>; benjamin.klayman@thomsonreuters.com  
<benjamin.klayman@thomsonreuters.com>; cmauger@detroitnews.com <cmauger@detroitnews.com>;  
david.horak@woodtv.com <david.horak@woodtv.com>; dboucher@freepress.com <dboucher@freepress.com>;  
Dwyatt@medianewsgroup.com <Dwyatt@medianewsgroup.com>; eleblanc@detroitnews.com <eleblanc@detroitnews.com>;  
eebner21@gmail.com <eebner21@gmail.com>; fred@j-adgraphics.com <fred@j-adgraphics.com>; GSteele  
<GSteele@battlecreekenquirer.com>; Hope@mackinac.org <Hope@mackinac.org>; jerry.malec@mwcradio.com  
<jerry.malec@mwcradio.com>

I believe this FOIA request was due yesterday (5 business days). Please let me know if you intend to comply with the law.

If you are not going to comply, I would like to appeal this to the "head of the organization".

Please advise one way or the other today,  
Glenn Kowalske, P.E.  
15548 17 ½ Mile Rd.  
Marshall, MI 49068  
269-282-4401

---

**From:** Glenn Kowalske

**Sent:** Thursday, February 22, 2024 1:21 PM

**To:** City Clerk <CityClerk@battlecreekmi.gov>; Victoria L. Houser <vlhouser@battlecreekmi.gov>;  
rlfleury@battlecreekmi.gov

**Cc:** Mark A. Behnke <markbehnke@aol.com>; bnoble@detroitnews.com; jhinkley@thealpenanews.com;  
jennifer.kiel@farmprogress.com; aanews@mlive.com; ajpitchure@sbgvtv.com; Anna.Clark@propublica.org;  
austin.gergens@michigannewssource.com; austin.gergens@michigannewssource.com;  
benjamin.klayman@thomsonreuters.com; cmauger@detroitnews.com; david.horak@woodtv.com;  
dboucher@freepress.com; Dwyatt@medianewsgroup.com; eleblanc@detroitnews.com; eebner21@gmail.com;  
fred@j-adgraphics.com; gstele@battlecreekenquirer.com; Hope@mackinac.org; jerry.malec@mwcradio.com;  
jessi.l.phillips@wmich.edu; jhendler@j-adgraphics.com; jhoard@medianewsgroup.com; jlareau@freepress.com;  
Khall@detroitnews.com; ktamborrino@politico.com; ben.kesling@wsj.com; Lisa@mirsnews.com;  
marjorie@creativeonion.me; mgallow@michfb.com; neal.boudette@nytimes.com; newsroom@detroitnews.com;  
newsroom@thealpenanews.com; reportit@woodtv.com; pgardner@bridgemi.com; rwhite@mlive.com; seth@j-  
adgraphics.com; stauferaerial@gmail.com; Tim.aeppl@thomsonreuters.com; wxmi-news@fox17online.com

**Subject:** FOIA Request

**Importance:** High

Rebecca Fleury, ICMA-CM  
City Manager, City of Battle Creek

Victoria Houser  
City Clerk, City of Battle Creek

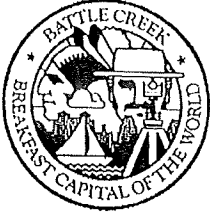
Ms. Fleury and M. Houser,

Under the Michigan FOIA, I am requesting access to plans for the City of Battle Creek water supply water to the Marshall "Mega-Site" near the intersection of Michigan Ave. and I-69, or more generally to the Michigan Avenue area between 12 Mile Rd. and I-69. I understand this is a loop system, per the many descriptions from groups you have shared this information with. No

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The community continues to seek transparency and I am shocked at the City of Battle Creek's continued actions to block this information from local residents.

Best regards,  
Glenn Kowalske, P.E.  
15548 17 ½ Mile Rd.  
Marshall, MI 49068  
269-282-4401



City Clerk/Freedom of Information Coordinator  
City of Battle Creek  
10 N. Division Street, Room 111  
Battle Creek, MI 49014  
269.966.3348

FOIA# 24-471

## **PARTIAL DENIAL OF REQUEST FOR PUBLIC RECORD**

Name: Glen Kowalske  
Address: 15548 17 1/2 Mile Rd  
City: Marshall, MI 49068  
Phone: 269-282-4401

Date Request Received: February 22, 2024

Public Record Requested:

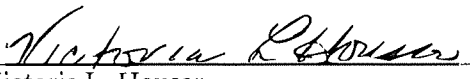
"...plans for the City of Battle Creek water supply water to the Marshall "Mega-Site" near the intersection of Michigan Ave...planned system map, with...line size and operating pressures..."

**I certify that a search has been conducted and your request, although granted in part, is denied in part for the following reason(s):**

☒ Your request for "planned system map" and "operating pressures" is denied in full as public water supply designs are exempt from disclosure under: MCL 15.243 Sec. 13(1) A public body may exempt from disclosure as a public record under this act:

(y) Records or information of measures designed to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs to the extent that those designs relate to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, unless disclosure would not impair a public body's ability to protect the security or safety of persons or property or unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance.

Denial Approved:

  
Victoria L. Houser  
Freedom of Information Coordinator  
Date: March 15, 2024

NOTICE: This correspondence constitutes a certification that the public records, as indicated, do not exist. You have the right to appeal this denial to the City Commission in writing that specifically states the word "APPEAL" and indicates the reason or reasons for reversal of the denial, or seek judicial review in the Circuit Court within 180 days of a final determination to deny a request. If the Court determines a public record is not exempt from disclosure, it shall order its release or production. The burden of proof in Court is on the public body. If the Court determines that the public body has been arbitrary and capricious in not disclosing a public record, it may award, in addition to actual and compensatory damages, punitive damages not exceeding \$1,000.00.



Glenn Kowalske <glenn@kowalske.net>

Glenn Kowalske

Thu 3/28

BC Water Pipes



Sent from my iPhone







Glenn Kowalske [Author](#) [Top Contributor](#)

Scott Wolfersberger 2 points -

1. How is it you know so much about this water system for service from Battle Creek? When I FOIA'd the City of Battle Creek, they rejected it because the information was proprietary, presumably meaning they were not paying for it. Please share your source of this information so we might gather it as well.

2. The attached Purchase Agreement proposed by Jim Durian indicates the Marshall Township Fire Station 1 must hook up to water and sewer as part of the "deal". This is clearly not a request by a property owner, but part of the State of Michigan overreach through its MEDC and MAEDA arms. Now Bob Lyng indicated at last night's Township Board Meeting that "we have no choice because they will use eminent domain if we don't agree and we will get pennies". Think about that threat.....eminent domain to take over a Township Fire Station that protects its residents.....

<https://static1.squarespace.com/.../2-20-24+Proposed...>

5w Like Reply Share



Glenn Kowalske [Author](#) [Top Contributor](#)

Regis Klingler yes, unfortunately the new reality in Emmett and Marshall areas.....

5w Like Reply Share



Scott Wolfersberger

Regis Klingler 2 points -

1. This is a high-pressure, 24" water pipeline. It will be completely incompatible with residential water systems. It would destroy every pipe and water appliance in a house if you hooked up to it.
2. The City of Marshall can only hook up utility services to properties that are under the jurisdiction of the City. The only way Township properties could be hooked up to any City services would be if the property owner requested their property be brought into the City.



5w

Wow

Reply

Share

Edited



Regis Klingler Top Contributor

Scott Wolfersberger The water main was initially to be a 20" from Battle Creek from the west along Michigan Ave and a 16" from the east along Michigan Ave to the Ford BOBP site. Has this changed? We wouldn't know it because the City of Marshall is very lax about posting submittal of siter drawings and plans to the city website. The last posting under the Blue Oval Battery Park was last Nov. Emmett Twp is already planning to add new businesses and residential subdivisions to the new water main loop going through their Twp. Listen to the recent Richard Piet interview with the Twp Supervisor. How do you know Marshall Twp won't do the same? Yes properties in Marshall Twp need to seek a 425 Land Transfer to hook into the City water system. That seems to be a formality in recent history. And why wouldn't the City and Twp eventually require existing residents to hook into the new water system after their wells fail? It increases usage and revenue for the city. That scenario has played out many times around the state and the country. Yes, the main water system will be high pressure, but the pressure can be regulated down with the correct regulators and overpressure equipment to individual businesses and residents.

5w Like Reply Share



2



Resolution

NO. 429

A Resolution seeking reversal of the partial denial of Freedom of Information Act (FOIA) request No. 24-471 by Mr. Glenn Kowalske (Appellant).

**BATTLE CREEK, MICHIGAN - 4/16/2024**

**Resolved by the Commission of the City of Battle Creek:**

That an appeal of the City FOIA Coordinator's partial denial of FOIA request No. 24-471 has been made by Appellant, pursuant to City of Battle Creek FOIA Procedures and Guidelines, and MCL § 15.240.

The City Commission having given its consideration to all information presented to it relating to said appeal, disagrees with the findings as set out in the March 14, 2024 partial denial letter by the City FOIA Coordinator based upon MCL § 15.243(1)(y).

Therefore, the City Commission does, by way of this Resolution, reverse the partial denial issued in FOIA request No. 24-471, made by Appellant pursuant to the Michigan FOIA.

---

Battle Creek City Commission  
4/16/2024

**Action Summary**

**Staff Member:** Marcel Stoetzel, Deputy City Attorney

**Department:** City Attorney

**SUMMARY**

A Resolution seeking reversal of the partial denial of Freedom of Information Act (FOIA) request No. 24-471 by Mr. Glenn Kowalske (Appellant).

**BUDGETARY CONSIDERATIONS**

None.

**HISTORY, BACKGROUND and DISCUSSION**

Appellant electronically submitted a request for documents on February 22, 2024, which was assigned

identifier FOIA No. 24-471. Appellant sought “access to plans for the City of Battle Creek water supply water [sic] to the Marshall “Mega-Site” near the intersection of Michigan Ave. and I-69... in the form of a planned system map, with associated construction details such as line size and operating pressures.” See *attached February 22, 2024 email and FOIA request No. 24-471*.

On March 1, 2024 Appellant was issued notice of a 10-day extension. MCL § 15.235(2)(d) and City of Battle Creek FOIA Procedures and Guidelines (CBC Procedures), Section 3. See *attached FOIA Notice of a 10-day Extension and March 1, 2024 email*.

On March 1, 2024 Appellant responded to the 10-day extension notice. See *attached Appellant’s March 1, 2024 email*.

On March 14, 2024 Appellant’s FOIA request was granted in part and denied in part. MCL 15.243(1)(y) and CBC Procedures Section 3. See *attached Partial Denial of Request for Public Record and March 14, 2024 email*.

On March 14, 2024 Appellant responded to the partial denial notice indicating his preference to view the documents that were available. See *attached Appellant’s March 14, 2024 email*.

On March 15, 2024 Appellant was notified that the FOIA Coordinator was unsure if Appellant wanted to move forward with paying the costs of FOIA No. 24-471 and was provided options on payment and how to receive or arrange for inspection of the requested documents. See *attached March 14, 2024 email*.

Despite being informed that records were available, as there was only a partial denial of responsive records on the basis of MCL § 15.243(1)(y), Appellant has not sought to pay for, access, or view the documents responsive to request FOIA 24-471. See *March 14 and 15, 2024 emails*.

The appeal did not set out any basis for the appeal as required by both the state statute (MCL 15.240) and the city appeal process (see CBC Procedures, Section 7) other than to say:

I would like to appeal this FOIA request to the “head of the organization”. Please let me know the next steps and when this will be on the City of Battle Creek Commission’s meeting agenda.

The purpose of this FOIA request is to inform the public of the water supply network layout, and purpose, that will impact many properties on Verona, purportedly 11 Mile and 15 Mile (or 13 Mile), as well as Michigan Ave. Some information has been made available to certain entities which is why your denial is wrong and should be overruled. You are blocking transparency to the public.

Attached are examples of limited information already available to the public, but from suspect sources that are not governmental or reliable in nature. A clear picture of the route of the water supply would in no way be a reason cited [sic] in the denial letter to not disclose this information to the local public impacted by this large municipal project impacting Emmett and Marshall Townships. Further, planning of supply planning to residents along the route, including the Marshall Township Fire Station 1, is critical to property owners on the propose [sic] route. Again, it appears Battle Creek has given this information to specific individuals or organizations, making this denial a targeted one, against the FOIA statute and its intent (public transparency).

I am more that [sic] willing to sit down to discuss, or otherwise communicate, any concerns preventing this release, however the attached denial does not site [sic] any specific reasons. I am sure we can work out a compromise that is satisfactory to both parties.

For reference, Scott Wolfersberger is a City of Marshall Council Member and the attached cartoon

of the planned water system is from the Choose Marshall website.

Emmett Township calls it the “Grand Loop”.....but they say 13 Mile Rd..... Please be transparent to residents in Emmett and Marshall Townships!

*See Appellants March 28, 2024 email and attachments including the partial denial in FOIA No. 24-471, two screen shots of social media comments, a “cartoon” map, and a photo. Notably, Appellant identifies the attachments supporting his appeal as being from suspect sources and not reliable in nature.*

Appellant’s reasons included in his appeal are that the partial denial is wrong and should be overruled, the City is blocking transparency, and that supply planning is critical to residents along the route. Appellant does not discuss, as is required, why the identified exemption is not applicable.

The Michigan FOIA exempts certain records from disclosure. Specifically, requested records may be exempted from disclosure as provided by MCL 15.243(1):

(y) Records or information of measures designed to protect the security or safety of persons or property, or the confidentiality, integrity, or availability of information systems, whether public or private, including capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, domestic preparedness strategies, and cybersecurity plans, assessments, or vulnerabilities, unless disclosure would not impair a public body's ability to protect the security or safety of persons or property or unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance., but not limited to, building, public works, and public water supply designs to the extent that those designs relate to the ongoing security measures of a public body,

Some records Appellant requested are exempt from disclosure under the public safety exemption found at MCL § 15.243(1)(y). Subsection (y)’s public safety exemption applies to the request for “access to plans for the City of Battle Creek water supply water [sic] to the Marshall “Mega-Site” near the intersection of Michigan Ave. and I-69...in the form of a planned system map, with associated construction details such as line size and operating pressures,” because the request includes critical infrastructure protected by Homeland Security laws, including records or information of measures designed to protect the security or safety of persons or property, or the confidentiality, integrity, or availability of public information systems of building, public works, and public water supply designs that relate to the ongoing security measures of a public body, risk planning documents, threat assessments, and domestic preparedness strategies, the disclosure of which would impair a public body's ability to protect the security or safety of persons or property and the public interest in disclosure does not outweigh the public interest in nondisclosure in this particular instance.

Thus, the records requested by Appellant that were partially denied fall within the permitted exemption.

The City believes the partial denial in FOIA No. 24-471 was appropriate under MCL § 15.243(1)(y) thus should be affirmed and the appeal should be denied.






## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

The City Clerk and the City Attorney recommend this Resolution not be approved thus effectively upholding the denial.

---

## ATTACHMENTS:

File Name	Description
 24-471_Request_2.22.24.pdf	Request
 24-471_10-Day_Extension.pdf	Extension
 24-471_Partial_Denial.pdf	Partial denial
 24-471_Emails_2.22.24_through_3.28.24.pdf	Emails
 24-471_Appeal_Attachments.pdf	Appeal attachments





# REQUEST FOR PUBLIC RECORD

Clear Form

## City of Battle Creek Clerk's Office

10 North Division Street, Room 111, Battle Creek, MI 49014

cityclerk@battlecreekmi.gov

### \*REQUIRED INFORMATION

\* Name Glenn Kowalske  
\* Address 15548 17 1/2 Mile Rd  
\* City/State/Zip Marshall, MI 49068  
Email glenn@kowalske.net  
\* Phone 269-282-4401

### Office Use Only

FOIA # 24-471  
Department DPW  
Request Received: Written: ☐  
Electronically: ☒

\*Today's Date: February 22, 2024

I request to have the public record(s) supplied to me in the following format: (Check ONE only) ☒ Electronic ☐ Inspection ☐ Paper Copies

Note: Video is not able to be sent electronically - requests that contain video will need to be picked up or will be mailed

Public records desired: ☐ Police Report ☐ Accident Report/UD10 ☐ Attachments ☐ Video ☐ Photos ☒ Other \_\_\_\_\_

(Check all that apply)

\*Name and brief description identifying public record desired:

water supply to Marshall Mega Site...

**\*\*SEE ATTACHED\*\***

I understand a public body must respond to my request within five (5) business days after it is received (If a request for a public record is received by facsimile or e-mail, the request is deemed to have been received on the following business day). The public body must grant or deny all or a portion of my request, or issue a notice extending for ten (10) business days, the period in which the public body must respond to my request. In place of these deadlines, I agree to allow the public body a reasonable time to process my request.

I acknowledge that from the time that I, or the organization I represent, have been granted access to a "motor vehicle accident report" until thirty (30) days after the date the report is filed, both I and the organization I represent (if any) are prohibited from: (a) using the report for any direct solicitation of an individual, vehicle owner, or property owner listed in the report (b) disclosing any personal information contained in the report to a third party for commercial solicitation of an individual, vehicle owner, or property owner listed in the report. This statement is made pursuant to Public Act 218 of 2013 and I further acknowledge that a person that knowingly violates section 503 of Public Act 218 of 2013 is guilty of a crime punishable by a fine or imprisonment or both.

Signature \_\_\_\_\_

**PAYMENT MUST BE RECEIVED PRIOR TO DELIVERY OF PUBLIC RECORDS.**

#### FOIA Charges:

Police

Clerk

Other Dept.

Other Dept.

Other Dept.

Labor (Search and Examination,  
Redaction and Review)

Non-Paper Physical Media  
\_\_\_\_\_ copies @ \$ \_\_\_\_\_

Labor (Duplication)

Mailing

Sub Total

(-) Waivers and Reductions or Deposit

**Total Due (per department)**

**Total Amount Due** \$ \_\_\_\_\_

Visit [www.battlecreekmi.gov](http://www.battlecreekmi.gov) to view the City of Battle Creek's FOIA procedures and guidelines.

**CITY OF BATTLE CREEK**  
**FREEDOM OF INFORMATION ACT RESPONSE**

FOIA # 24-471

You have the right to appeal this response to the City Commission in writing that specifically states the word "APPEAL" and indicates the reason or reasons for reversal of the response, or seek judicial review in the Circuit Court within 180 days of a final determination of a request. The burden of proof in Court is on the public body. If the Court determines that the public body has been arbitrary and capricious in not disclosing a public record, it may award, in addition to actual and compensatory damages, punitive damages not exceeding \$1,000.00.

BILL CALCULATION	AMOUNT
<b>LABOR:</b> Department: _____ Searching for, locating and/or reviewing the material, including separating exempt from non-exempt material (increments of 15 minutes or more): No. of Hours: _____ X Wage Rate (refer to breakdown below) \$ _____	\$ _____
<b>LABOR:</b> Department: _____ Searching for, locating and/or reviewing the material, including separating exempt from non-exempt material (increments of 15 minutes or more): No. of Hours: _____ X Wage Rate (refer to breakdown below) \$ _____	\$ _____
<b>LABOR:</b> Department: _____ Searching for, locating and/or reviewing the material, including separating exempt from non-exempt material (increments of 15 minutes or more): No. of Hours: _____ X Wage Rate (refer to breakdown below) \$ _____	\$ _____
<b>LABOR:</b> Department: _____ Searching for, locating and/or reviewing the material, including separating exempt from non-exempt material (increments of 15 minutes or more): No. of Hours: _____ X Wage Rate (refer to breakdown below) \$ _____	\$ _____
<b>DUPLICATING:</b> Department: _____ Labor: (increments of 5 minutes or more) No. of Hours _____ X Wage Rate (refer to breakdown below) \$ _____ Paper: No. of Pages: _____ X Copying Rate \$ _____ per page	\$ _____
<b>OTHER COSTS:</b> Describe (e.g. Overtime, cost of audio tapes etc.) Media/Other: _____ x \$ _____ = _____	\$ _____
<b>MAILING:</b> (Actual Cost)	\$ _____
<b>Detailed Labor costs* for review and separation and duplication of exempt from non-exempt material:</b> (*The public body may add up to 50% to the applicable labor charge amount to cover or partially cover the costs of fringe benefits) City Clerk's Office: \$23.61/hr x 42.60% (fringe benefits multiplier*) Police Records: \$19.63/hr x 47.93 % (fringe benefits multiplier *) Police Lab: \$34.75/hr x 50.00 % (fringe benefits multiplier *) Fire Department: \$25.37/hr x 40.79% (fringe benefits multiplier*) Planning Department: \$23.53/hr x 38.67% (fringe benefits multiplier*) Department of Public Works: \$25.24/hr x 41.91% (fringe benefits multiplier*) Inspection Department: \$21.81/hr x 44.75% (fringe benefits multiplier*) Other Department: _____ \$ _____/hr x _____% (fringe benefits multiplier) Other Department: _____ \$ _____/hr x _____% (fringe benefits multiplier) *Labor costs are calculated using the lowest paid Department employee capable of each task.	<b>TOTAL</b> \$ _____ <b>DEPOSIT*</b> \$ _____ <b>BALANCE TO BE PAID*</b> \$ _____

# FOIA Request

Glenn Kowalske <glenn@kowalske.net>

Thu 2/22/2024 1:21 PM

To: City Clerk <CityClerk@battlecreekmi.gov>; Victoria L. Houser <vlhouser@battlecreekmi.gov>; Rebecca L. Fleury <RLFleury@battlecreekmi.gov>

Cc: markbehnke@aol.com <markbehnke@aol.com>; bnoble@detroitnews.com <bnoble@detroitnews.com>; jhinkley@thealpenanews.com <jhinkley@thealpenanews.com>; jennifer.kiel@farmprogress.com <jennifer.kiel@farmprogress.com>; aanews@mlive.com <aanews@mlive.com>; ajpitchure@sbgvtv.com <ajpitchure@sbgvtv.com>; Anna.Clark@propublica.org <Anna.Clark@propublica.org>; austin.gergens@michigannewssource.com <austin.gergens@michigannewssource.com>; austin.gergens@michigannewssource.com <austin.gergens@michigannewssource.com>; benjamin.klayman@thomsonreuters.com <benjamin.klayman@thomsonreuters.com>; cmauger@detroitnews.com <cmauger@detroitnews.com>; david.horak@woodtv.com <david.horak@woodtv.com>; dboucher@freepress.com <dboucher@freepress.com>; Dwyatt@medianewsgroup.com <Dwyatt@medianewsgroup.com>; eleblanc@detroitnews.com <eleblanc@detroitnews.com>; eebner21@gmail.com <eebner21@gmail.com>; fred@j-adgraphics.com <fred@j-adgraphics.com>; GSteele <GSteele@battlecreekenquirer.com>; Hope@mackinac.org <Hope@mackinac.org>; jerry.malec@mwcradio.com <jerry.malec@mwcradio.com>

1 attachments (506 KB)

RE: REVISED-Re: FOIA records request #23-985;

Email sent from outside of the City of Battle Creek. Use caution before clicking links/attachments.

Rebecca Fleury, ICMA-CM

City Manager, City of Battle Creek

Victoria Houser

City Clerk, City of Battle Creek

Ms. Fleury and M. Houser,

Under the Michigan FOIA, I am requesting access to plans for the City of Battle Creek water supply water to the Marshall "Mega-Site" near the intersection of Michigan Ave. and I-69, or more generally to the Michigan Avenue area between 12 Mile Rd. and I-69. I understand this is a loop system, per the many descriptions from groups you have shared this information with. No

This would be at minimum in the form of a planned system map, with associated construction details such as line size and operating pressures. I assume this is readily available as the City of Battle Creek has committed to this project and has made much of this information available to other groups, per my previous message (attached).

The community continues to seek transparency and I am shocked at the City of Battle Creek's continued actions to block this information from local residents.

Best regards,

Glenn Kowalske, P.E.

15548 17 ½ Mile Rd.

Marshall, MI 49068

269-282-4401



**Freedom of Information Coordinator**

**FREEDOM OF INFORMATION ACT**  
**NOTICE OF 10-DAY EXTENSION**

**City of Battle Creek, Michigan**

**According to the Freedom of Information Act, P.A. 1976, No. 442, a public body must respond to requests for public records within five (5) business days of the date the request is received. That statute also provides that the public body may give notice of the need for additional time, not exceeding ten (10) additional business days in which to respond to a request for public records. This public body, therefore, does hereby give notice of a need for additional time to act upon your request.**

**Reason for Extension: Request will require additional time to collect and examine public records.**

**This public body shall, therefore, on or before: March 15, 2024**

- (1) Grant the request;**
- (2) Issue a written notice denying the request; or**
- (3) Grant the request in part and issue a written notice denying the request in part.**

**DATED: February 22, 2024 (electronic submission)**

**REQUEST: "...plans for the City of Battle Creek water supply water to the Marshall "Mega-Site"..."**

**FOIA: 24-471**



City Clerk/Freedom of Information Coordinator  
City of Battle Creek  
10 N. Division Street, Room 111  
Battle Creek, MI 49014  
269.966.3348

FOIA# 24-471

## **PARTIAL DENIAL OF REQUEST FOR PUBLIC RECORD**

Name: Glen Kowalske  
Address: 15548 17 1/2 Mile Rd  
City: Marshall, MI 49068  
Phone: 269-282-4401

Date Request Received: February 22, 2024

Public Record Requested:

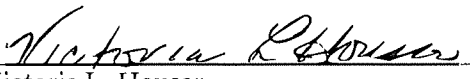
"...plans for the City of Battle Creek water supply water to the Marshall "Mega-Site" near the intersection of Michigan Ave...planned system map, with...line size and operating pressures..."

**I certify that a search has been conducted and your request, although granted in part, is denied in part for the following reason(s):**

☒ Your request for "planned system map" and "operating pressures" is denied in full as public water supply designs are exempt from disclosure under: MCL 15.243 Sec. 13(1) A public body may exempt from disclosure as a public record under this act:

(y) Records or information of measures designed to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs to the extent that those designs relate to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, unless disclosure would not impair a public body's ability to protect the security or safety of persons or property or unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance.

Denial Approved:

  
Victoria L. Houser  
Freedom of Information Coordinator  
Date: March 15, 2024

**NOTICE:** This correspondence constitutes a certification that the public records, as indicated, do not exist. You have the right to appeal this denial to the City Commission in writing that specifically states the word "APPEAL" and indicates the reason or reasons for reversal of the denial, or seek judicial review in the Circuit Court within 180 days of a final determination to deny a request. If the Court determines a public record is not exempt from disclosure, it shall order its release or production. The burden of proof in Court is on the public body. If the Court determines that the public body has been arbitrary and capricious in not disclosing a public record, it may award, in addition to actual and compensatory damages, punitive damages not exceeding \$1,000.00.

## FW: FOIA #24-471 - Appeal

Rebecca L. Fleury <RLFleury@battlecreekmi.gov>

Thu 3/28/2024 12:57 PM

To: Jill H. Steele <JHSteele@battlecreekmi.gov>; Marcel Stoetzel <CMStoetzel@battlecreekmi.gov>

📎 1 attachments (2 MB)

BC Water Pipes;

Additional information on FOIA appeal

*Rebecca*



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**From:** Glenn Kowalske <glenn@kowalske.net>

**Sent:** Thursday, March 28, 2024 11:40 AM

**To:** City Clerk <CityClerk@battlecreekmi.gov>; Victoria L. Houser <vlhouser@battlecreekmi.gov>; Rebecca L. Fleury <RLFleury@battlecreekmi.gov>

**Cc:** markbehnke@aol.com; Thomas Albert <sentAlbert@senate.michigan.gov>; Sarah Lightner <SarahLightner@house.mi.gov>; j.w.smith04@gmail.com; carlareynolds@me.com; jlance@kehb.com; ccsimmons73@gmail.com; dboucher@freepress.com; GSteele <GSteele@battlecreekenquirer.com>; bnoble@detroitnews.com; jenasia99@gmail.com; podonnell.cts@gmail.com; rogerballard19@gmail.com; sherrysofia4bc@gmail.com

**Subject:** RE: FOIA #24-471 - Appeal

Additional picture of the actual work for the Battle Creek water system on Michigan Avenue heading east from 11 Mile Rd..... Please include this in my appeal package.

Glenn Kowalske, P.E.

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**From:** Glenn Kowalske <[glenn@kowalske.net](mailto:glenn@kowalske.net)>

**Sent:** Thursday, March 28, 2024 11:34 AM

**To:** City Clerk <[CityClerk@battlecreekmi.gov](mailto:CityClerk@battlecreekmi.gov)>; Victoria L. Houser <[vlhouser@battlecreekmi.gov](mailto:vlhouser@battlecreekmi.gov)>; [rfleury@battlecreekmi.gov](mailto:rfleury@battlecreekmi.gov)

**Cc:** Mark A. Behnke <[markbehnke@aol.com](mailto:markbehnke@aol.com)>; Thomas Albert <[sentAlbert@senate.michigan.gov](mailto:sentAlbert@senate.michigan.gov)>; Sarah Lightner <[SarahLightner@house.mi.gov](mailto:SarahLightner@house.mi.gov)>; [j.w.smith04@gmail.com](mailto:j.w.smith04@gmail.com); [carlareynolds@me.com](mailto:carlareynolds@me.com); [jlance@kehb.com](mailto:jlance@kehb.com);

[ccsimmons73@gmail.com](mailto:ccsimmons73@gmail.com); [dboucher@freepress.com](mailto:dboucher@freepress.com); [gstele@battlecreekenquirer.com](mailto:gstele@battlecreekenquirer.com);  
[bnoble@detroitnews.com](mailto:bnoble@detroitnews.com); [jenasia99@gmail.com](mailto:jenasia99@gmail.com); [podonnell.cts@gmail.com](mailto:podonnell.cts@gmail.com); [rogerballard19@gmail.com](mailto:rogerballard19@gmail.com);  
[sherrysofia4bc@gmail.com](mailto:sherrysofia4bc@gmail.com)

**Subject:** RE: FOIA #24-471 - Appeal

I would like to appeal this FOIA request to the “head of the organization”. Please let me know the next steps and when this will be on the City of Battle Creek Commission’s meeting agenda.

The purpose of this FOIA request is to inform the public of the water supply network layout, and purpose, that will impact many properties on Verona, purportedly 11 Mile and 15 Mile (or 13 Mile), as well as Michigan Ave. Some information has been made available to certain entities which is why your denial is wrong and should be overruled. You are blocking transparency to the public.

Attached are examples of limited information already available to the public, but from suspect sources that are not governmental or reliable in nature. A clear picture of the route of the water supply would in no way be a reason cited in the denial letter to not disclose this information to the local public impacted by this large municipal project impacting Emmett and Marshall Townships. Further, planning of supply planning to residents along the route, including the Marshall Township Fire Station 1, is critical to property owners on the propose route. Again, it appears Battle Creek has given this information to specific individuals or organizations, making this denial a targeted one, against the FOIA statute and its intent (public transparency).

I am more that willing to sit down to discuss, or otherwise communicate, any concerns preventing this release, however the attached denial does not site any specific reasons. I am sure we can work out a compromise that is satisfactory to both parties.

For reference, Scott Wolfersberger is a City of Marshall Council Member and the attached cartoon of the planned water system is from the Choose Marshall website.

[https://choosemarshall.com/update-on-new-water-and-wastewater-infrastructure-in-our-community/?fbclid=IwAR2oEpW9ijmnE2Tb7oQNx9q1WLEv824NrOgg4SK7ORijHGna8QkEdV9w\\_Fl](https://choosemarshall.com/update-on-new-water-and-wastewater-infrastructure-in-our-community/?fbclid=IwAR2oEpW9ijmnE2Tb7oQNx9q1WLEv824NrOgg4SK7ORijHGna8QkEdV9w_Fl)

Emmett Township calls it the “Grand Loop” .....but they say 13 Mile Rd..... Please be transparent to residents in Emmett and Marshall Townships!

<https://richardpietshow.com/community-matters-70-more-roadwork-a-water-line-project-and-new-township-hall-maybe-in-emmett-township/>

Glenn Kowalske, P.E.

15548 17 ½ Mile Rd.  
Marshall, MI 49068

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**From:** City Clerk <[CityClerk@battlecreekmi.gov](mailto:CityClerk@battlecreekmi.gov)>  
**Sent:** Friday, March 15, 2024 1:47 PM  
**To:** Glenn Kowalske <[glenn@kowalske.net](mailto:glenn@kowalske.net)>  
**Subject:** FOIA #24-471

Attached is the partial denial letter you are requesting.

Sincerely,

**Alicia Greene**

*Deputy City Clerk*

**City of Battle Creek  
City Clerk's Office**

10 North Division Street Rm 111  
Battle Creek, Michigan 49014  
Ph- 269.966.3348  
Fx- 269.966.3555  
[amgreene@battlecreekmi.gov](mailto:amgreene@battlecreekmi.gov)

<http://www.battlecreekmi.gov>



**Mission for Battle Creek City Government**

To ensure a safe, prosperous and culturally enriched community.

**Vision for Battle Creek City Government**

We envision Battle Creek as an extraordinary community where people choose to live, work and play.



## Re: FOIA Notice #24-471 - Your records are ready to be released

City Clerk <CityClerk@battlecreekmi.gov>

Fri 3/15/2024 4:47 PM

To: Glenn Kowalske <glenn@kowalske.net>; City Clerk <CityClerk@battlecreekmi.gov>; Victoria L. Houser <vlhouser@battlecreekmi.gov>; Rebecca L. Fleury <RLFleury@battlecreekmi.gov>

Mr. Kowalske,

My co-worker, Ms. Greene has informed me that you called this afternoon to ask some questions regarding your FOIA request, #24-471, and you were also provided, via email, the denial letter for the exempt records that were responsive to your request.

Ms. Greene said that, based on your conversation, you were not sure if you wanted to move forward with paying the fee and obtaining your records. If you decide that you would like to receive your records you can call our office to make payment over the phone and we will send your records to your email address or if you want to inspect the records you can call and arrange for inspection of the records. Our office is open Monday through Friday from 8:00 am until 5:00 pm. Once payment is received for inspection we will provide a space for you to review the records.

Please reach out if you have any questions.

Sincerely,

*Shawna L. Beach*

**Shawna L. Beach**

**Records/Election Clerk  
City of Battle Creek  
City Clerk's Office**

10 North Division Street Rm 111  
Battle Creek, Michigan 49014  
Ph- 269.966.3348  
Fx- 269.966.3555  
slbeach@battlecreekmi.gov  
city-clerk@battlecreekmi.gov  
<http://www.battlecreekmi.gov>



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**From:** Glenn Kowalske <glenn@kowalske.net>

**Sent:** Thursday, March 14, 2024 6:55 PM

**To:** City Clerk <CityClerk@battlecreekmi.gov>; Victoria L. Houser <vlhouser@battlecreekmi.gov>; Rebecca L. Fleury <RLFleury@battlecreekmi.gov>

**Cc:** markbehnke@aol.com <markbehnke@aol.com>; bnoble@detroitnews.com <bnoble@detroitnews.com>; jhinkley@thealpenanews.com <jhinkley@thealpenanews.com>; jennifer.kiel@farmprogress.com <jennifer.kiel@farmprogress.com>; aanews@mlive.com <aanews@mlive.com>; ajpitchure@sbgvtv.com <ajpitchure@sbgvtv.com>; Anna.Clark@propublica.org <Anna.Clark@propublica.org>; austin.gergens@michigannewssource.com <austin.gergens@michigannewssource.com>; austin.gergens@michigannewssource.com <austin.gergens@michigannewssource.com>; benjamin.klayman@thomsonreuters.com <benjamin.klayman@thomsonreuters.com>; cmauger@detroitnews.com <cmauger@detroitnews.com>; david.horak@woodtv.com <david.horak@woodtv.com>; dboucher@freepress.com <dboucher@freepress.com>; Dwyatt@medianewsgroup.com <Dwyatt@medianewsgroup.com>; eleblanc@detroitnews.com <eleblanc@detroitnews.com>; eebner21@gmail.com <eebner21@gmail.com>; fred@j-adgraphics.com <fred@j-adgraphics.com>; GSteele <GSteele@battlecreekenquirer.com>; Hope@mackinac.org <Hope@mackinac.org>;

jerry.malec@mwcradio.com <jerry.malec@mwcradio.com>; jessi.l.phillips@wmich.edu  
<jessi.l.phillips@wmich.edu>; jhendler@j-adgraphics.com <jhendler@j-adgraphics.com>;  
jhoard@medianewsgroup.com <jhoard@medianewsgroup.com>; jlareau@freepress.com  
<jlareau@freepress.com>; Khall@detroitnews.com <Khall@detroitnews.com>; ktamborrino@politico.com  
<ktamborrino@politico.com>; ben.kesling@wsj.com <ben.kesling@wsj.com>; Lisa@mirsnews.com  
<Lisa@mirsnews.com>; marjorie@creativeonion.me <marjorie@creativeonion.me>; mgallow@michfb.com  
<mgallow@michfb.com>; neal.boudette@nytimes.com <neal.boudette@nytimes.com>;  
newsroom@detroitnews.com <newsroom@detroitnews.com>; newsroom@thealpenanews.com  
<newsroom@thealpenanews.com>; reportit@woodtv.com <reportit@woodtv.com>; pgardner@bridgemi.com  
<pgardner@bridgemi.com>; rwhite@mlive.com <rwhite@mlive.com>; seth@j-adgraphics.com <seth@j-  
adgraphics.com>; stauferaerial@gmail.com <stauferaerial@gmail.com>; Tim.aeppl@thomsonreuters.com  
<Tim.aeppl@thomsonreuters.com>; wxmi-news@fox17online.com <wxmi-news@fox17online.com>;  
senjlindsey@senate.michigan.gov <senjlindsey@senate.michigan.gov>; Thomas Albert  
(sentalbert@senate.michigan.gov) <sentalbert@senate.michigan.gov>; Sarah Lightner  
(SarahLightner@house.mi.gov) <SarahLightner@house.mi.gov>

**Subject:** RE: FOIA Notice #24-471 - Your records are ready to be released

Dear City Clerk,

I would prefer to come into the City of Battle Creek and view the documents. I assume this would be at no cost to me and that you would obey the Michigan Statute MCL 750.492. I do not have a number for the FOIA request, as none was given. But the attached is what was requested on February 22, 2024. I assume this is what you are referring to, as you copied my email. Please confirm all of this by COB tomorrow, Friday, March 15, 2024.

[https://www.legislature.mi.gov/\(S\(0sdaazsw0f4sy42qulaor3go\)\)/mileg.aspx?page=getObject&objectName=mcl-750-492](https://www.legislature.mi.gov/(S(0sdaazsw0f4sy42qulaor3go))/mileg.aspx?page=getObject&objectName=mcl-750-492)

Please let me know when I can view the documents in a reasonable manner and photograph them as I wish.

In closing, I find that the City of Battle Creek's continued resistance to providing public information and resisting FOIA requests to be insulting and against the public interest.

Glenn Kowalske, P.E.

---

**From:** City Clerk <CityClerk@battlecreekmi.gov>  
**Sent:** Thursday, March 14, 2024 5:14 PM  
**To:** Glenn Kowalske <glenn@kowalske.net>  
**Subject:** FOIA Notice #24-471 - Your records are ready to be released

Dear Requester,  
Your Freedom of Information request has been reviewed and is ready to be released. See email below for records request.

Once payment is received, we will email the requested records to you.

The total charge due is **\$11.21**.

Cash, check or credit/debit cards are accepted (credit/debit card payments will be subject to a \$2.50 fee).

Checks can be made payable to the City of Battle Creek and sent to City Clerk, 10 N. Division Street, Room 216, Battle Creek, MI 49014 or you may utilize the blue Utility Billing drop box located on the north end of our parking lot - you must seal your payment (cash or check) in an envelope addressed to the Clerk's Office with your FOIA number clearly visible.

Credit/debit card payment can be made over the phone, Monday through Friday, between the hours of 8:00 am and 5:00 pm at (269) 966-3348 (fees will apply for credit/debit card payments). Please leave a message if you are sent to voicemail and someone will call you back to take your payment.

In order for us to locate your request you must reference **FOIA #24-471** with any correspondence or payments.

Thank you,

*Shawna L. Beach*

**Shawna L. Beach**

**Records/Election Clerk  
City of Battle Creek  
City Clerk's Office**

10 North Division Street Rm 111

Battle Creek, Michigan 49014

Ph- 269.966.3348

Fx- 269.966.3555

slbeach@battlecreekmi.gov

city-clerk@battlecreekmi.gov

<http://www.battlecreekmi.gov>



---

**From:** Glenn Kowalske <[glenn@kowalske.net](mailto:glenn@kowalske.net)>

**Sent:** Thursday, February 22, 2024 1:21 PM

**To:** City Clerk <[CityClerk@battlecreekmi.gov](mailto:CityClerk@battlecreekmi.gov)>; Victoria L. Houser <[vlhouser@battlecreekmi.gov](mailto:vlhouser@battlecreekmi.gov)>; Rebecca L. Fleury <[RLFleury@battlecreekmi.gov](mailto:RLFleury@battlecreekmi.gov)>

**Cc:** [markbehnke@aol.com](mailto:markbehnke@aol.com) <[markbehnke@aol.com](mailto:markbehnke@aol.com)>; [bnoble@detroitnews.com](mailto:bnoble@detroitnews.com) <[bnoble@detroitnews.com](mailto:bnoble@detroitnews.com)>; [jhinkley@thealpenanews.com](mailto:jhinkley@thealpenanews.com) <[jhinkley@thealpenanews.com](mailto:jhinkley@thealpenanews.com)>; [jennifer.kiel@farmprogress.com](mailto:jennifer.kiel@farmprogress.com) <[jennifer.kiel@farmprogress.com](mailto:jennifer.kiel@farmprogress.com)>; [aanews@mlive.com](mailto:aanews@mlive.com) <[aanews@mlive.com](mailto:aanews@mlive.com)>; [ajpitchure@sbgvtv.com](mailto:ajpitchure@sbgvtv.com) <[ajpitchure@sbgvtv.com](mailto:ajpitchure@sbgvtv.com)>; [Anna.Clark@propublica.org](mailto:Anna.Clark@propublica.org) <[Anna.Clark@propublica.org](mailto:Anna.Clark@propublica.org)>; [austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com) <[austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com)>; [austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com) <[austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com)>; [benjamin.klayman@thomsonreuters.com](mailto:benjamin.klayman@thomsonreuters.com) <[benjamin.klayman@thomsonreuters.com](mailto:benjamin.klayman@thomsonreuters.com)>; [cmauger@detroitnews.com](mailto:cmauger@detroitnews.com) <[cmauger@detroitnews.com](mailto:cmauger@detroitnews.com)>; [david.horak@woodtv.com](mailto:david.horak@woodtv.com) <[david.horak@woodtv.com](mailto:david.horak@woodtv.com)>; [dboucher@freepress.com](mailto:dboucher@freepress.com) <[dboucher@freepress.com](mailto:dboucher@freepress.com)>; [Dwyatt@medianewsgroup.com](mailto:Dwyatt@medianewsgroup.com) <[Dwyatt@medianewsgroup.com](mailto:Dwyatt@medianewsgroup.com)>; [eleblanc@detroitnews.com](mailto:eleblanc@detroitnews.com) <[eleblanc@detroitnews.com](mailto:eleblanc@detroitnews.com)>; [eebner21@gmail.com](mailto:eebner21@gmail.com) <[eebner21@gmail.com](mailto:eebner21@gmail.com)>; [fred@j-adgraphics.com](mailto:fred@j-adgraphics.com) <[fred@j-adgraphics.com](mailto:fred@j-adgraphics.com)>; [GSteele@battlecreekenquirer.com](mailto:GSteele@battlecreekenquirer.com) <[GSteele@battlecreekenquirer.com](mailto:GSteele@battlecreekenquirer.com)>; [Hope@mackinac.org](mailto:Hope@mackinac.org) <[Hope@mackinac.org](mailto:Hope@mackinac.org)>; [jerry.malec@mwcradio.com](mailto:jerry.malec@mwcradio.com) <[jerry.malec@mwcradio.com](mailto:jerry.malec@mwcradio.com)>; [jessi.l.phillips@wmich.edu](mailto:jessi.l.phillips@wmich.edu) <[jessi.l.phillips@wmich.edu](mailto:jessi.l.phillips@wmich.edu)>; [jhendler@j-adgraphics.com](mailto:jhendler@j-adgraphics.com) <[jhendler@j-adgraphics.com](mailto:jhendler@j-adgraphics.com)>; [jhoard@medianewsgroup.com](mailto:jhoard@medianewsgroup.com) <[jhoard@medianewsgroup.com](mailto:jhoard@medianewsgroup.com)>;

[jlareau@freepress.com](mailto:jlareau@freepress.com) <[jlareau@freepress.com](mailto:jlareau@freepress.com)>; [Khall@detroitnews.com](mailto:Khall@detroitnews.com) <[Khall@detroitnews.com](mailto:Khall@detroitnews.com)>;  
[ktamborrino@politico.com](mailto:ktamborrino@politico.com) <[ktamborrino@politico.com](mailto:ktamborrino@politico.com)>; [ben.kesling@wsj.com](mailto:ben.kesling@wsj.com) <[ben.kesling@wsj.com](mailto:ben.kesling@wsj.com)>;  
[Lisa@mirsnews.com](mailto:Lisa@mirsnews.com) <[Lisa@mirsnews.com](mailto:Lisa@mirsnews.com)>; [marjorie@creativeonion.me](mailto:marjorie@creativeonion.me) <[marjorie@creativeonion.me](mailto:marjorie@creativeonion.me)>;  
[mgallow@michfb.com](mailto:mgallow@michfb.com) <[mgallow@michfb.com](mailto:mgallow@michfb.com)>; [neal.boudette@nytimes.com](mailto:neal.boudette@nytimes.com) <[neal.boudette@nytimes.com](mailto:neal.boudette@nytimes.com)>;  
[newsroom@detroitnews.com](mailto:newsroom@detroitnews.com) <[newsroom@detroitnews.com](mailto:newsroom@detroitnews.com)>;  
[newsroom@thealpenanews.com](mailto:newsroom@thealpenanews.com) <[newsroom@thealpenanews.com](mailto:newsroom@thealpenanews.com)>;  
[reportit@woodtv.com](mailto:reportit@woodtv.com) <[reportit@woodtv.com](mailto:reportit@woodtv.com)>; [pgardner@bridgemi.com](mailto:pgardner@bridgemi.com) <[pgardner@bridgemi.com](mailto:pgardner@bridgemi.com)>;  
[rwhite@mlive.com](mailto:rwhite@mlive.com) <[rwhite@mlive.com](mailto:rwhite@mlive.com)>; [seth@j-adgraphics.com](mailto:seth@j-adgraphics.com) <[seth@j-adgraphics.com](mailto:seth@j-adgraphics.com)>;  
[stauferaerial@gmail.com](mailto:stauferaerial@gmail.com) <[stauferaerial@gmail.com](mailto:stauferaerial@gmail.com)>;  
[Tim.aepfel@thomsonreuters.com](mailto:Tim.aepfel@thomsonreuters.com) <[Tim.aepfel@thomsonreuters.com](mailto:Tim.aepfel@thomsonreuters.com)>; [wxmi-news@fox17online.com](mailto:wxmi-news@fox17online.com) <[wxmi-news@fox17online.com](mailto:wxmi-news@fox17online.com)>

**Subject:** FOIA Request

Email sent from outside of the City of Battle Creek. Use caution before clicking links/attachments.

Rebecca Fleury, ICMA-CM

City Manager, City of Battle Creek

Victoria Houser

City Clerk, City of Battle Creek

Ms. Fleury and M. Houser,

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The community continues to seek transparency and I am shocked at the City of Battle Creek's continued actions to block this information from local residents.

Best regards,  
Glenn Kowalske, P.E.  
15548 17 ½ Mile Rd.  
Marshall, MI 49068  
269-282-4401

**Mission for Battle Creek City Government**

To ensure a safe, prosperous and culturally enriched community.

**Vision for Battle Creek City Government**

We envision Battle Creek as an extraordinary community where people choose to live, work and play.

## RE: FOIA Request

Glenn Kowalske <glenn@kowalske.net>

Fri 3/1/2024 6:07 PM

To: City Clerk <CityClerk@battlecreekmi.gov>

Cc: bnoble@detroitnews.com <bnoble@detroitnews.com>; jhinkley@thealpenanews.com <jhinkley@thealpenanews.com>;

jennifer.kiel@farmprogress.com <jennifer.kiel@farmprogress.com>; aanews@mlive.com <aanews@mlive.com>;

ajpichure@sbgvtv.com <ajpichure@sbgvtv.com>; Anna.Clark@propublica.org <Anna.Clark@propublica.org>;

austin.gergens@michigannewssource.com <austin.gergens@michigannewssource.com>;

austin.gergens@michigannewssource.com <austin.gergens@michigannewssource.com>;

benjamin.klayman@thomsonreuters.com <benjamin.klayman@thomsonreuters.com>; cmauger@detroitnews.com

<cmauger@detroitnews.com>; david.horak@woodtv.com <david.horak@woodtv.com>; dboucher@freepress.com

<dboucher@freepress.com>; Dwyatt@medianewsgroup.com <Dwyatt@medianewsgroup.com>; eleblanc@detroitnews.com

<eleblanc@detroitnews.com>; eebner21@gmail.com <eebner21@gmail.com>; fred@j-adgraphics.com <fred@j-

adgraphics.com>; GSteele <GSteele@battlecreekenquirer.com>; Hope@mackinac.org <Hope@mackinac.org>;

jerry.malec@mwcradio.com <jerry.malec@mwcradio.com>; jessi.l.phillips@wmich.edu <jessi.l.phillips@wmich.edu>

 1 attachments (72 KB)

10-Day Extension 24-471.pdf;

Hello,

So you are incorrect, I submitted the FOIA on February 21 as evidenced by the date stamp and the reply I received. You are currently in violation of the FOIA. However, I understand that you will delay the FOIA request by a 10 day extension, **which you are required to explain and did not**, and then you will require an appeal to delay the response further. This is the typical City of Battle Creek response I have received and seems likely to be part of the larger movement to be non-transparent with information that impacts many residents in the greater Marshall area. The final insult will be some GIANT financial requirement to access public records, we now know your process here.....

You likely think you are being cute with your response. However, you should personally be ashamed, and the entire City of Battle Creek board should be ashamed, at your lack of transparency in this matter. You have blocked information on the supply of water to the Marshall Mega-Mess since my original FOIA request on April 24, 2023.

If this is one of the Battle Creek ploys to avoid the public knowing what you are doing, please look at the cc. list here. The media is fully aware of what Battle Creek is doing here and will report accordingly. You cannot continue to hide behind your evasive FOIA responses forever, the media will break the news eventually. Again, shame on you as a public official and shame on the City of Battle Creek board for not being transparent, except for the few that you allow information to, as I stated in my email.

Glenn Kowalske, P.E.

---

**From:** City Clerk <CityClerk@battlecreekmi.gov>  
**Sent:** Friday, March 1, 2024 5:04 PM  
**To:** Glenn Kowalske <glenn@kowalske.net>  
**Cc:** City Clerk <CityClerk@battlecreekmi.gov>  
**Subject:** Re: FOIA Request

Mr. Kowalske,  
This public body requires additional time to collect and process your requested documents.  
Please see the attached notice.

Please also note that your FOIA request was submitted to our office on February 22, 2024, electronically, which means that your due date is March 1, 2024 (electronically submitted requests are actually considered "received" 1 business day after the electronic transmission is made - see MCL 15.235; Sec. 5. (1)).

Thank you,

*Shawna L. Beach*

 slbeach

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**From:** Glenn Kowalske <[glenn@kowalske.net](mailto:glenn@kowalske.net)>  
**Sent:** Thursday, February 22, 2024 1:21 PM  
**To:** City Clerk <[CityClerk@battlecreekmi.gov](mailto:CityClerk@battlecreekmi.gov)>; Victoria L. Houser <[vlhouser@battlecreekmi.gov](mailto:vlhouser@battlecreekmi.gov)>; Rebecca L. Fleury <[RLFleury@battlecreekmi.gov](mailto:RLFleury@battlecreekmi.gov)>  
**Cc:** [markbehnke@aol.com](mailto:markbehnke@aol.com) <[markbehnke@aol.com](mailto:markbehnke@aol.com)>; [bnoble@detroitnews.com](mailto:bnoble@detroitnews.com) <[bnoble@detroitnews.com](mailto:bnoble@detroitnews.com)>; [jhinkley@thealpenanews.com](mailto:jhinkley@thealpenanews.com) <[jhinkley@thealpenanews.com](mailto:jhinkley@thealpenanews.com)>; [jennifer.kiel@farmprogress.com](mailto:jennifer.kiel@farmprogress.com) <[jennifer.kiel@farmprogress.com](mailto:jennifer.kiel@farmprogress.com)>; [aanews@mlive.com](mailto:aanews@mlive.com) <[aanews@mlive.com](mailto:aanews@mlive.com)>; [ajpitchure@sbgvtv.com](mailto:ajpitchure@sbgvtv.com) <[ajpitchure@sbgvtv.com](mailto:ajpitchure@sbgvtv.com)>; [Anna.Clark@propublica.org](mailto:Anna.Clark@propublica.org) <[Anna.Clark@propublica.org](mailto:Anna.Clark@propublica.org)>; [austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com) <[austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com)>; [austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com) <[austin.gergens@michigannewssource.com](mailto:austin.gergens@michigannewssource.com)>; [benjamin.klayman@thomsonreuters.com](mailto:benjamin.klayman@thomsonreuters.com) <[benjamin.klayman@thomsonreuters.com](mailto:benjamin.klayman@thomsonreuters.com)>; [cmauger@detroitnews.com](mailto:cmauger@detroitnews.com) <[cmauger@detroitnews.com](mailto:cmauger@detroitnews.com)>; [david.horak@woodtv.com](mailto:david.horak@woodtv.com) <[david.horak@woodtv.com](mailto:david.horak@woodtv.com)>; [dboucher@freepress.com](mailto:dboucher@freepress.com) <[dboucher@freepress.com](mailto:dboucher@freepress.com)>; [Dwyatt@medianewsgroup.com](mailto:Dwyatt@medianewsgroup.com) <[Dwyatt@medianewsgroup.com](mailto:Dwyatt@medianewsgroup.com)>; [eleblanc@detroitnews.com](mailto:eleblanc@detroitnews.com) <[eleblanc@detroitnews.com](mailto:eleblanc@detroitnews.com)>; [eebner21@gmail.com](mailto:eebner21@gmail.com) <[eebner21@gmail.com](mailto:eebner21@gmail.com)>; [fred@j-adgraphics.com](mailto:fred@j-adgraphics.com) <[fred@j-adgraphics.com](mailto:fred@j-adgraphics.com)>; GSteele <[GSteele@battlecreekenquirer.com](mailto:GSteele@battlecreekenquirer.com)>; [Hope@mackinac.org](mailto:Hope@mackinac.org) <[Hope@mackinac.org](mailto:Hope@mackinac.org)>; [jerry.malec@mwcradio.com](mailto:jerry.malec@mwcradio.com) <[jerry.malec@mwcradio.com](mailto:jerry.malec@mwcradio.com)>; [jessi.l.phillips@wmich.edu](mailto:jessi.l.phillips@wmich.edu) <[jessi.l.phillips@wmich.edu](mailto:jessi.l.phillips@wmich.edu)>; [jhendler@j-adgraphics.com](mailto:jhendler@j-adgraphics.com) <[jhendler@j-adgraphics.com](mailto:jhendler@j-adgraphics.com)>; [jhoard@medianewsgroup.com](mailto:jhoard@medianewsgroup.com) <[jhoard@medianewsgroup.com](mailto:jhoard@medianewsgroup.com)>; [jlareau@freepress.com](mailto:jlareau@freepress.com) <[jlareau@freepress.com](mailto:jlareau@freepress.com)>; [Khall@detroitnews.com](mailto:Khall@detroitnews.com) <[Khall@detroitnews.com](mailto:Khall@detroitnews.com)>; [ktamborrino@politico.com](mailto:ktamborrino@politico.com) <[ktamborrino@politico.com](mailto:ktamborrino@politico.com)>; [ben.kesling@wsj.com](mailto:ben.kesling@wsj.com) <[ben.kesling@wsj.com](mailto:ben.kesling@wsj.com)>; [Lisa@mirsnews.com](mailto:Lisa@mirsnews.com) <[Lisa@mirsnews.com](mailto:Lisa@mirsnews.com)>; [marjorie@creativeonion.me](mailto:marjorie@creativeonion.me) <[marjorie@creativeonion.me](mailto:marjorie@creativeonion.me)>; [mgallow@michfb.com](mailto:mgallow@michfb.com) <[mgallow@michfb.com](mailto:mgallow@michfb.com)>; [neal.boudette@nytimes.com](mailto:neal.boudette@nytimes.com) <[neal.boudette@nytimes.com](mailto:neal.boudette@nytimes.com)>; [newsroom@detroitnews.com](mailto:newsroom@detroitnews.com) <[newsroom@detroitnews.com](mailto:newsroom@detroitnews.com)>; [newsroom@thealpenanews.com](mailto:newsroom@thealpenanews.com) <[newsroom@thealpenanews.com](mailto:newsroom@thealpenanews.com)>; [reportit@woodtv.com](mailto:reportit@woodtv.com) <[reportit@woodtv.com](mailto:reportit@woodtv.com)>; [pgardner@bridgemi.com](mailto:pgardner@bridgemi.com) <[pgardner@bridgemi.com](mailto:pgardner@bridgemi.com)>; [rwhite@mlive.com](mailto:rwhite@mlive.com) <[rwhite@mlive.com](mailto:rwhite@mlive.com)>; [seth@j-adgraphics.com](mailto:seth@j-adgraphics.com) <[seth@j-adgraphics.com](mailto:seth@j-adgraphics.com)>; [stauferaerial@gmail.com](mailto:stauferaerial@gmail.com) <[stauferaerial@gmail.com](mailto:stauferaerial@gmail.com)>; [Tim.aepfel@thomsonreuters.com](mailto:Tim.aepfel@thomsonreuters.com) <[Tim.aepfel@thomsonreuters.com](mailto:Tim.aepfel@thomsonreuters.com)>; [wxmi-news@fox17online.com](mailto:wxmi-news@fox17online.com) <[wxmi-news@fox17online.com](mailto:wxmi-news@fox17online.com)>  
**Subject:** FOIA Request

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Rebecca Fleury, ICMA-CM  
City Manager, City of Battle Creek

Victoria Houser  
City Clerk, City of Battle Creek

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Best regards,  
Glenn Kowalske, P.E.  
15548 17 ½ Mile Rd.  
Marshall, MI 49068  
269-282-4401



## RE: FOIA Request

Glenn Kowalske <glenn@kowalske.net>

Fri 3/1/2024 11:35 AM

To: City Clerk <CityClerk@battlecreekmi.gov>; Victoria L. Houser <vlhouser@battlecreekmi.gov>; Rebecca L. Fleury <RLFleury@battlecreekmi.gov>  
Cc: markbehnke@aol.com <markbehnke@aol.com>; bnoble@detroitnews.com <bnoble@detroitnews.com>;  
jhinkley@thealpenanews.com <jhinkley@thealpenanews.com>; jennifer.kiel@farmprogress.com  
<jennifer.kiel@farmprogress.com>; aanews@mlive.com <aanews@mlive.com>; ajpitchure@sbgvtv.com <ajpitchure@sbgvtv.com>;  
Anna.Clark@propublica.org <Anna.Clark@propublica.org>; austin.gergens@michigannewssource.com  
<austin.gergens@michigannewssource.com>; austin.gergens@michigannewssource.com  
<austin.gergens@michigannewssource.com>; benjamin.klayman@thomsonreuters.com  
<benjamin.klayman@thomsonreuters.com>; cmauger@detroitnews.com <cmauger@detroitnews.com>;  
david.horak@woodtv.com <david.horak@woodtv.com>; dboucher@freepress.com <dboucher@freepress.com>;  
Dwyatt@medianewsgroup.com <Dwyatt@medianewsgroup.com>; eleblanc@detroitnews.com <eleblanc@detroitnews.com>;  
eebner21@gmail.com <eebner21@gmail.com>; fred@j-adgraphics.com <fred@j-adgraphics.com>; GSteele  
<GSteele@battlecreekenquirer.com>; Hope@mackinac.org <Hope@mackinac.org>; jerry.malec@mwcradio.com  
<jerry.malec@mwcradio.com>

I believe this FOIA request was due yesterday (5 business days). Please let me know if you intend to comply with the law.

If you are not going to comply, I would like to appeal this to the "head of the organization".

Please advise one way or the other today,  
Glenn Kowalske, P.E.  
15548 17 ½ Mile Rd.  
Marshall, MI 49068  
269-282-4401

---

**From:** Glenn Kowalske

**Sent:** Thursday, February 22, 2024 1:21 PM

**To:** City Clerk <CityClerk@battlecreekmi.gov>; Victoria L. Houser <vlhouser@battlecreekmi.gov>;  
rlfleury@battlecreekmi.gov

**Cc:** Mark A. Behnke <markbehnke@aol.com>; bnoble@detroitnews.com; jhinkley@thealpenanews.com;  
jennifer.kiel@farmprogress.com; aanews@mlive.com; ajpitchure@sbgvtv.com; Anna.Clark@propublica.org;  
austin.gergens@michigannewssource.com; austin.gergens@michigannewssource.com;  
benjamin.klayman@thomsonreuters.com; cmauger@detroitnews.com; david.horak@woodtv.com;  
dboucher@freepress.com; Dwyatt@medianewsgroup.com; eleblanc@detroitnews.com; eebner21@gmail.com;  
fred@j-adgraphics.com; gstele@battlecreekenquirer.com; Hope@mackinac.org; jerry.malec@mwcradio.com;  
jessi.l.phillips@wmich.edu; jhendler@j-adgraphics.com; jhoard@medianewsgroup.com; jlareau@freepress.com;  
Khall@detroitnews.com; ktamborrino@politico.com; ben.kesling@wsj.com; Lisa@mirsnews.com;  
marjorie@creativeonion.me; mgallow@michfb.com; neal.boudette@nytimes.com; newsroom@detroitnews.com;  
newsroom@thealpenanews.com; reportit@woodtv.com; pgardner@bridgemi.com; rwhite@mlive.com; seth@j-  
adgraphics.com; stauferaerial@gmail.com; Tim.aepfel@thomsonreuters.com; wxmi-news@fox17online.com

**Subject:** FOIA Request

**Importance:** High

Rebecca Fleury, ICMA-CM  
City Manager, City of Battle Creek



Victoria Houser  
City Clerk, City of Battle Creek

Ms. Fleury and M. Houser,

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Glenn Kowalske, P.E.  
15548 17 ½ Mile Rd.  
Marshall, MI 49068  
269-282-4401



City Clerk/Freedom of Information Coordinator  
City of Battle Creek  
10 N. Division Street, Room 111  
Battle Creek, MI 49014  
269.966.3348

FOIA# 24-471

## **PARTIAL DENIAL OF REQUEST FOR PUBLIC RECORD**

Name: Glen Kowalske  
Address: 15548 17 1/2 Mile Rd  
City: Marshall, MI 49068  
Phone: 269-282-4401

Date Request Received: February 22, 2024

Public Record Requested:

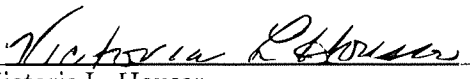
"...plans for the City of Battle Creek water supply water to the Marshall "Mega-Site" near the intersection of Michigan Ave...planned system map, with...line size and operating pressures..."

**I certify that a search has been conducted and your request, although granted in part, is denied in part for the following reason(s):**

☒ Your request for "planned system map" and "operating pressures" is denied in full as public water supply designs are exempt from disclosure under: MCL 15.243 Sec. 13(1) A public body may exempt from disclosure as a public record under this act:

(y) Records or information of measures designed to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs to the extent that those designs relate to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, unless disclosure would not impair a public body's ability to protect the security or safety of persons or property or unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance.

Denial Approved:

  
Victoria L. Houser  
Freedom of Information Coordinator  
Date: March 15, 2024

NOTICE: This correspondence constitutes a certification that the public records, as indicated, do not exist. You have the right to appeal this denial to the City Commission in writing that specifically states the word "APPEAL" and indicates the reason or reasons for reversal of the denial, or seek judicial review in the Circuit Court within 180 days of a final determination to deny a request. If the Court determines a public record is not exempt from disclosure, it shall order its release or production. The burden of proof in Court is on the public body. If the Court determines that the public body has been arbitrary and capricious in not disclosing a public record, it may award, in addition to actual and compensatory damages, punitive damages not exceeding \$1,000.00.



Glenn Kowalske <glenn@kowalske.net>

Glenn Kowalske

Thu 3/28

BC Water Pipes



Sent from my iPhone







Glenn Kowalske **Author** **Top Contributor**

Scott Wolfersberger 2 points -

1. How is it you know so much about this water system for service from Battle Creek? When I FOIA'd the City of Battle Creek, they rejected it because the information was proprietary, presumably meaning they were not paying for it. Please share your source of this information so we might gather it as well.

2. The attached Purchase Agreement proposed by Jim Durian indicates the Marshall Township Fire Station 1 must hook up to water and sewer as part of the "deal". This is clearly not a request by a property owner, but part of the State of Michigan overreach through its MEDC and MAEDA arms. Now Bob Lyng indicated at last night's Township Board Meeting that "we have no choice because they will use eminent domain if we don't agree and we will get pennies". Think about that threat.....eminent domain to take over a Township Fire Station that protects its residents.....

<https://static1.squarespace.com/.../2-20-24+Proposed...>

5w Like Reply Share



Glenn Kowalske **Author** **Top Contributor**

Regis Klingler yes, unfortunately the new reality in Emmett and Marshall areas.....

5w Like Reply Share



Scott Wolfersberger

Regis Klingler 2 points -

1. This is a high-pressure, 24" water pipeline. It will be completely incompatible with residential water systems. It would destroy every pipe and water appliance in a house if you hooked up to it.
2. The City of Marshall can only hook up utility services to properties that are under the jurisdiction of the City. The only way Township properties could be hooked up to any City services would be if the property owner requested their property be brought into the City.



5w

Wow

Reply

Share

Edited



Regis Klingler Top Contributor

Scott Wolfersberger The water main was initially to be a 20" from Battle Creek from the west along Michigan Ave and a 16" from the east along Michigan Ave to the Ford BOBP site. Has this changed? We wouldn't know it because the City of Marshall is very lax about posting submittal of siter drawings and plans to the city website. The last posting under the Blue Oval Battery Park was last Nov. Emmett Twp is already planning to add new businesses and residential subdivisions to the new water main loop going through their Twp. Listen to the recent Richard Piet interview with the Twp Supervisor. How do you know Marshall Twp won't do the same? Yes properties in Marshall Twp need to seek a 425 Land Transfer to hook into the City water system. That seems to be a formality in recent history. And why wouldn't the City and Twp eventually require existing residents to hook into the new water system after their wells fail? It increases usage and revenue for the city. That scenario has played out many times around the state and the country. Yes, the main water system will be high pressure, but the pressure can be regulated down with the correct regulators and overpressure equipment to individual businesses and residents.

5w Like Reply Share



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