



Agenda: Battle Creek City Commission

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

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

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

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS AWARDS

Proclamation for Pride Month 2024

PRESENTATIONS

BCU Annual Presentation - Joe Sobieralski, President & CEO

Calhoun County Senior Services Presentation - Rod Auton, Manager

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

PETITIONS COMMUNICATIONS REPORTS

INTRODUCTION OF ORDINANCES

- 10-2024 A Proposed Ordinance Introduction, #10-2024, to amend Section 08 of Chapter 882 Real Estate Taxation, by amending the terms of the Payment in Lieu of Taxes (PILOT) to reflect the new ownership and financing for "Westbrook Place."
- 11-2024 A Proposed Ordinance Introduction, #11-2024, to amend the Zoning Code for the City of Battle Creek.
- 12-2024 A Proposed Ordinance, #12-2024, to amend the Chapter Title, as well as Sections 01, 02, 04 - 06, 08, 09, and 99, of Chapter 694 "Youth Offenses," by making it consistent with state law, replacing outdated statutory references, and ungendering language.

PUBLIC COMMENTS REGARDING CONSENT AGENDA AND RESOLUTIONS NOT ON CONSENT AGENDA

(Limited to three minutes per individual)

COMMISSION COMMENT REGARDING MEETING BUSINESS

CONSENTAGENDA

Minutes:

Minutes for the June 18, 2024 City Commission Regular Meeting

Petitions, Communications, Reports:

Ambulance Report for May 2024

City Manager's Report for July 2, 2024

Resolutions:

- 484 A Resolution seeking authorization of the sale of vacant, tax-reverted property Parcel number 6030-00-210-0.
- 485 A Resolution seeking acceptance of the proposal of best value from Praise Sign Company, LLC, for Battle Creek City Hall interior signage in a not to exceed amount of \$100,000.

RESOLUTIONS NOT INCLUDED IN THE CONSENTAGENDA

- 486 A Resolution identifying the 2024-2025 work plan and measures of success for City Manager Rebecca Fleury's evaluation criteria.
- 487 A Resolution seeking acceptance of the proposal of best value from Michigan Transportation Connection, Inc., to provide consultant services to the Transportation Authority of Calhoun County (TACC) in a not-to-exceed amount of \$201,000.00.
- 488 A Resolution seeking acceptance of the lowest responsive, responsible bid for the Verona Wellfield Well Replacement Project from Peerless Midwest, Inc., in an estimated amount of \$7,601,965.93, with unit prices prevailing.
- 489 A Resolution seeking approval of an Eviction Diversion Agreement with the Michigan Advocacy Program doing business as Legal Services of South Central Michigan for \$35,000.00 with Community Development Block Grant funding (CDBG), 2023 Program Year.
- 490 A Resolution seeking authority for the City Manager to execute an MOU with MAEDA for Water Infrastructure Improvements.
- 491 A Resolution seeking authority for the City Manager to sign the attached Law Enforcement Mutual Aid Agreement with the City of Kalamazoo regarding the Kalamazoo Department of Public Safety.
- 492 A Resolution seeking authority to declare intent to purchase, and authority to purchase, foreclosed real estate parcel #52-0390-00-147-0 on Hamblin Avenue.
- 493 A Resolution seeking approval to conduct a Closed Session on a Legal Matter immediately following the Regular City Commission Meeting on July 2, 2024.

GENERAL PUBLIC COMMENT

(Limited to three minutes per individual)

COMMISSION COMMENTS

RECESS

CLOSED SESSION

RETURN FROM RECESS

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.

Proclamation for Pride Month 2024

BATTLE CREEK, MICHIGAN - 7/2/2024

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Proclamation for Pride Month 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
📄 Pride_Month_2024.pdf	Proclamation for Pride Month 2024

Proclamation

- WHEREAS,** the City of Battle Creek is a welcoming community that recognizes the importance of equality and freedom, and is committed to expanding the visibility, dignity and equity for all people in our city; and
- WHEREAS,** our nation was founded upon and is guided by a set of principles that includes that every person has been created equal, that each has rights to their life, liberty and the pursuit of happiness, and that each shall be accorded the full recognition and protection under the law; and
- WHEREAS,** our society continues to take steps to prevent hate crimes, discrimination in housing, employment and services, and the denial of American liberties and basic human rights, and the City of Battle Creek has committed to upholding these protections by enforcing the 2013 non-discrimination ordinance making it the law of the City; and
- WHEREAS,** Battle Creek has a vibrant LGBTQ+ community comprised of thousands of individuals, families, and supporters who are an integral part of the fabric of our city, and who contribute throughout the year to its economy and quality of life as elected and appointed officials, public, and private enterprises, business owners, educators, clergy and church administrators, parents, students, homeowners, charitable contributors, volunteers, and more; and
- WHEREAS,** while progress has been made, there remains significant opposition with respect to the equitable treatment of LGBTQ+ people in their communities, and it is therefore important for cities like Battle Creek and counties like Calhoun County to demonstrate support for such residents; and
- WHEREAS,** June has become a symbolic month around the world for LGBTQ+ people and allies to come together in various celebrations of acceptance, equality, and pride, as they have since the 1969 “Stonewall Uprising” which served as the catalyst for the modern day LGBTQ+ civil rights movement; and
- WHEREAS,** President Joseph R. Biden Jr., by virtue of the authority vested in him by the Constitution and the laws of the United States, proclaimed June 2023 as Lesbian, Gay, Bisexual, Transgender, and Queer Pride Month in the United States, and has called upon its people to recognize the achievements of the LGBTQ+ community, to celebrate the great diversity of the American people, and to wave their pride flags high; and
- WHEREAS,** the rainbow flag, also known as the Pride flag, has been used since 1978 as a symbol of LGBTQ+ social and civil rights movements, and flying the rainbow flag at City Hall during the month of July symbolizes the nationwide celebration of diversity, inclusion, and support for our Lesbian, Gay, Bisexual, Transgender, Queer and Questioning residents; and
- WHEREAS,** Battle Creek has adopted July as a symbolic month in which LGBTQ+ people of all sexual orientations, gender identities, and gender expressions, and their supporters and allies come together in celebration, and we celebrate that Pride during the Month of July;
- NOW, THEREFORE,** I, Mark A. Behnke, Mayor of the City of Battle Creek, Michigan, do hereby proclaim the month of July 2024 as

“LGBTQ+ Pride Month”

in the City of Battle Creek and invite each of our neighbors to reflect upon the ways in which we live and work together with a commitment to mutual respect and understanding for all people, and further recognize Pride Month by flying the LGBTQ+ flag above Battle Creek City Hall throughout the month of July.

IN WITNESS WHEREOF, We have hereunto set our hand and caused the Official Logo of the City of Battle Creek, Michigan to be affixed this 2nd day of July 2024.

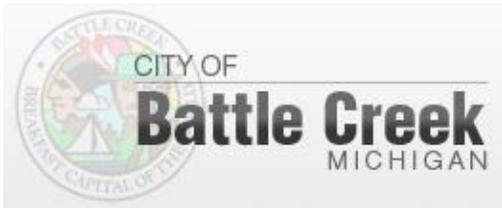


Mark A. Behnke, Mayor





Commissioner Roger Ballard, Ward 1



General Detail

NO.

BCU Annual Presentation - Joe Sobieralski, President & CEO

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File Name	Description
<input type="checkbox"/> City_Commission_Presentation_FY_2023-24_FINAL.pdf	BCU Annual Presentation

BCU Update to the Battle Creek City Commission

July 2, 2024

UNEMPLOYMENT/LABOR FORCE RATES

UNEMPLOYMENT RATE							
	Jan-21	Jul-21	Jan-22	Jul-22	Jan-23	Jul-23	Jan-24
Calhoun County	7.7%	7.5%	5.4%	5.3%	4.8%	5.0%	4.2%
Kalamazoo County	5.8%	5.8%	4.1%	4.4%	3.9%	4.3%	3.3%
Michigan	6.5%	6.0%	4.4%	4.0%	4.0%	3.8%	4.0%
USA	6.4%	5.4%	4.0%	3.5%	3.4%	3.5%	3.7%
LABOR FORCE PARTICIPATION							
	Jan-21	Jul-21	Jan-22	Jul-22	Jan-23	Jul-23	Jan-24
Calhoun County	57.0%	57.5%	57.4%	61.7%	59.4%	58.3%	57.6%
Kalamazoo County	63.0%	62.8%	62.4%	65.9%	64.3%	63.9%	63.2%
Michigan	59.2%	59.4%	60.0%	60.4%	61.1%	61.8%	60.5%
USA	61.3%	61.8%	62.2%	62.1%	62.4%	62.6%	62.5%

Source: Bureau of Labor Statistics

Strategic Plan

MISSION

Build a stronger Battle Creek by driving strategic investment, job creation, and intentional place-based community development.

VISION

Participate with the community to meet the opportunities and challenges of the future, while advocating for equitable outcomes, growth, and prosperity in Battle Creek.

COMMITMENT

By July 2030, BCU will generate 3/4 billion in capital investment and 400 new jobs at or above the state average wage with benefits. In addition, 600 wage positive jobs impacted by technological advancement.

HIGH PRIORITY SECTORS



Goals by 2030

- **1,000 Housing Units Overall** including multi-family units and single-family homes across all income levels.
- **\$750 Million in Capital Investment** with \$450 million allocated to Community Development.
- **1,000 Jobs Impacted** – By July 2030, BCU will generate \$750,000,000 in Capital Investment and 400 New Jobs at or above the State's Region 8 average wage with benefits. In addition, 600 wage positive jobs impacted by technological advancement.
- **20 Placemaking Projects**
- **20 Companies Attracted** with 12 related to Community Development/Placemaking and 8 Industry Related Companies.
- **10 Direct Investment Fund (DIF) Loans**
- **10 Socio-Economic Projects** with Battle Creek Unlimited's role being participation and advocacy
- **\$5 Million** in Operational Private Capital.

Priorities & Outcomes

2023-2030 STRATEGIC PLAN:

- Completed Strategic Plan (2023-2030)
- 60% Community Development
 - Housing
 - Downtown Vibrancy
 - Placemaking
 - Existing Employers
- 40% Primary Job Creation
 - MICH-AIR
 - Food and Bev
 - Energy
- Capital Investment
 - Goal = \$750M (\$300M in Primary Job Creation and \$450M in Community Development)

Goals by 2030

FY 2023-2024 Goals	Accomplishments																		
1,000 Housing Units Overall	Hollander Development – Blue Light Project, 96 units Restore (269) 8 units Total = 104 units																		
\$750 Million in Capital Investment	\$151,200,000 WK Kellogg Co \$44M; DENSO \$63M; IPUSA \$20M; MICH-AIR \$7M; Restore (269) / Uproot Market & Eatery \$3M; UFCU \$600K; GVSU \$10.3M; BCFR \$3.3M																		
1,000 Jobs New / Impacted <i>(At or above the State's Region 8 average wage with benefits)</i> 400 New / 600 Impacted	<table border="0"> <thead> <tr> <th></th> <th colspan="2">NEW / IMPACTED</th> </tr> </thead> <tbody> <tr> <td>WK Kellogg Co</td> <td>43</td> <td>170</td> </tr> <tr> <td>Restore (269) / Uproot & Eatery</td> <td>10</td> <td></td> </tr> <tr> <td>United Federal Credit Union</td> <td>7</td> <td></td> </tr> <tr> <td>Total =</td> <td><u>60</u></td> <td>/ 170</td> </tr> <tr> <td></td> <td colspan="2"><i># (Region 8 Average - TBD)</i></td> </tr> </tbody> </table>		NEW / IMPACTED		WK Kellogg Co	43	170	Restore (269) / Uproot & Eatery	10		United Federal Credit Union	7		Total =	<u>60</u>	/ 170		<i># (Region 8 Average - TBD)</i>	
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20 Placemaking Projects	3 <ul style="list-style-type: none"> • Restore (269) / Uproot Market & Eatery • River Naturalization (On-going) • GVSU – Café 																		
20 Companies Attracted	2 - United Federal Credit Union; Restore (269) / Uproot Market & Eatery																		
10 New Direct Investment Fund (DIF) Loans	1																		
10 Socio-Economic Projects	1 - Restore (269) / Uproot Market & Eatery																		
\$5 Million in Operational Private Capital																			

Year 1 – Strategic Plan Announcements



\$44,000,000

43 New Jobs / 170 Jobs Impacted



\$63,000,000



\$20,000,000



\$3,000,000

10 New Jobs



\$600,000

7 New Jobs



\$7,000,000



\$10,300,000



\$3,300,000

CAPITAL INVESTMENT = \$151,200,000

JOBS CREATED = 60 New Jobs / 170 Jobs Impacted

(At or above the State's Region 8 average wage with benefits)

Year 1 – Strategic Plan Announcements



- Capital Investment: \$44 Million
- Expansion in Battle Creek will retain 170 jobs, create 43 high-wage jobs, boost state's agribusiness industry.
- This project would have idled two of the three lines currently operating in Battle Creek.
- In addition to investing in machinery and equipment, the project will include training current employees to enable the high-performing work team model necessary to drive future success.



Housing

Capital
Investment

Jobs

Placemaking

Companies
Attracted

DIF

Socio-
Economic

Private
Capital

Year 1 – Strategic Plan Announcements

DENSO

- Capital Investment: \$63 Million
- The company is investing in the electrification of vehicles, using the funds to reconfigure production lines to support their green mobility transformation.
- DENSO employs more than 2,100 workers in Battle Creek.
- The company's latest investment will allow them to continue to grow and thrive in the area for many years to come.



Year 1 – Strategic Plan Announcements



- Capital Investment: \$20 Million
- New building will have 252,000 sq. ft. expandable to 504,000 sq. ft. of industrial space and will be built in two phases.
- First half of building is expected to be ready by Fall 2024.



Housing

Capital
Investment

Jobs

Placemaking

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Attracted

DIF

Socio-
Economic

Private
Capital

Year 1 – Strategic Plan Announcements

RESTORE (269)
RESTORING COMMUNITY THROUGH BUILDING



- Capital Investment: \$3 Million
- 10 New Jobs.
- Future home of Uproot Market & Eatery, formerly the Anson Hotel.
- Opening September 2024.
- The property will feature a market stocked with fresh locally-sourced food and an eatery with 8 housing units above.
- Restore (269) received \$1.5M in grant support from state.



Housing

Capital
Investment

Jobs

Placemaking

Companies
Attracted

DIF

Socio-
Economic

Private
Capital

Year 1 – Strategic Plan Announcements

United

FEDERAL CREDIT UNION

- Capital Investment: \$600,000
- 7 New Jobs.
- 2,900 sq. ft. state-of-the-art branch of commercial space in The Milton.
- Opening in 2024.
- House seven full-time staff, including tellers, mortgage loan officers, and commercial lenders.



Housing

Capital
Investment

Jobs

Placemaking

Companies
Attracted

DIF

Socio-
Economic

Private
Capital

Year 1 – Strategic Plan Announcements



- Capital Investment: \$10.3 Million Grant from W.K. Kellogg Foundation.
- Increasing access to GVSU degrees and certificates by offering programs at the Kendall Center.
- Growing the food innovation economy.
- Investment in a workforce and new industry opportunities.



Housing

Capital
Investment

Jobs

Placemaking

Companies
Attracted

DIF

Socio-
Economic

Private
Capital

Year 1 – Strategic Plan Announcements



- Received \$3.3 million grant from MEDC for programming and technical assistance to support small business.
- Established a food accelerator to grow and attract emerging food companies and diversify the economy of Battle Creek.
- Fostered an inclusive and vibrant Food entrepreneurial ecosystem.
- Held events in collaboration with our regional Food system's partners to foster innovation and entrepreneurship.
 - Food Prize Pitch Competition 2023; delivered \$40,000 in cash prizes and \$12,500 in technical assistance
 - What's Cookin' BC – Food Entrepreneurial bimonthly networking events
 - BCFR Investor's Network



The 2023 Food Prize Contestants pose with their prize checks.

Year 1 – Community Development - Placemaking



DOUBLETREE BY HILTON BATTLE CREEK

- Renovations are well under way. Operational August 2024.
- SUITE Collaborative – Educational Hotel Initiative
- Ongoing Community Outreach.
- 6PM Hospitality – Social Media platforms active
- General Manager, Director of Sales, and several other key management positions filled. All other positions posted. Over 2,500 Applications.



Housing

Capital
Investment

Jobs

Placemaking

Companies
Attracted

DIF

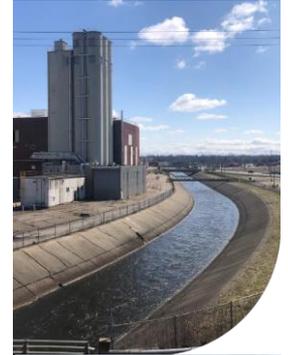
Socio-
Economic

Private
Capital

Year 1 – Community Development – Placemaking

RIVER NATURALIZATION:

- In October 2023, applied for United States Army Corps of Engineers (USACE) funding up to \$10 Million, no match required.
- In November 2023, BCU and City of Battle Creek Staff toured river restoration projects in the Milwaukee area.
- In April 2024, USACE started Phase 2 feasibility study focusing on the environment and structural engineering. This study is fully federally funded by USACE with no local match needed from the City of Battle Creek or BCU.
- May 2024, in collaboration with BCU, the City of Battle Creek was awarded a Michigan Department of Environment, Great Lakes and Energy (EGLE) Grant of \$200,000 dollars from the Dam Risk Reduction Grant Program.
- May 2024, in collaboration with BCU, the City of Battle Creek was awarded a DNR Grant for Fisheries Habitat Restoration for \$325,000.
- June 2024 is the anticipated completion of the USACE Planning Assistance to the States (PAS) Hydrologic Study.
- BCU controls over 930,000 of industrial square footage and 50 acres along the river.
- New Mill Capital will demolish the Graphic Packaging facility and donate the land to BCU. Demolition is planned for Summer 2024.
- Acquired SEMCO Energy and Horrock's properties.



Year 1 – Community Development – Housing

HOUSING

- Hollander Development Blue Light Project, 96 units planned at former Kmart site; MSHDA incentive awarded \$1.65M.



Housing

Capital
Investment

Jobs

Placemaking

Companies
Attracted

DIF

Socio-
Economic

Private
Capital

Year 1 – Community Development – Placemaking

DOWNTOWN BUILDING ACQUISITIONS:

- 10 W. Michigan Ave. (Subway)
- 13 W. Michigan Ave. (Mildred's Boutique) (Pending)
- Buildings were secured to assist with 17 W. Michigan Ave. apartments.

Housing

Capital
Investment

Jobs

Placemaking

Companies
Attracted

DIF

Socio-
Economic

Private
Capital

Year 1 – Community Development – Housing

BC TRAIN PROGRAM:

- Program was launched in Fall 2020.
- Employer matched program to help new/existing employees, entrepreneurs, and freelance workers to move to BC.
- Awarded based on salary and employer participation.
- Funds can be used for downpayments, lease, moving expenses, and other relocation needs.
- To date:
 - 96 Inquiries
 - 25 Awards Disbursed
 - \$268,000 in total award dollars (\$134,000 BCU/\$134,000 Employers Match)



Year 1 – Other Initiatives

OTHER INITIATIVES:

- HR & A Advisors Housing Plan
- Deloitte EV Supply Chain Study
- Disher Automation Study

Year 1 – Other Initiatives

SKYLINE DRIVE ROUNDABOUT:

- Major construction on the new roundabout at Skyline Drive and Hill Brady Road was completed in Fall 2023.
- City will finish the installation of lights for the roundabout in 2024.
- Construction on the new entrance to the Air National Guard Base adjacent to the roundabout began in Spring 2023 and is ongoing.



Photo courtesy of Patman Droneography

Year 1 – Direct Investment Fund

- One new loan pending
- ***DIF Loans Update:***
 - 50 CADC
 - Anson Building, LLC
 - Battle Dog
 - Gatos Bar and Restaurant
 - Handmap Brewing
 - Heritage Tower BC
 - Rafaynee
 - Snackwerks
 - Torti Taco
 - Umami Ramen
- ***Covid Loan Update:***
 - Total loans = 1
 - Loans paid in full = 18
 - Making payments = 1
 - Loan default = 3

Year 1 – Grants

GRANTS RECEIVED

- Food Reimagined Small Business Grant, \$3,300,000
- MICH-AIR, \$7,000,000
- River Naturalization
 - EGLE Grant, \$200,000 (City)
 - Michigan DNR, \$292,500 (City)
- **Total = \$10,792,500**

LEVERAGED MEDC & OTHER DOLLARS

- GVSU Grant from W.K. Kellogg Foundation, \$10,300,000
- Restore (269) / Uproot Market \$1,500,000
- **Total = \$11,800,000**

BCU INCENTIVES AWARDED

- BCTRAIN, \$134,000
- Small Business Fund, \$20,000
- **Total = \$154,000**

Year 1 – 2023-2024 Awards

- **August 2023** – \$7 Million Grant appropriation in FY 2024 State Budget for MICH-AIR
- **August 2023** – \$3.3 Million Grant award for Battle Creek Food Reimagined
- **November 2023** – DENSO’s Battle Creek facility named a 2023 Manufacturing Talent Champion and Top 3 Finalist for the 2023 Manufacturing Community Impact Award – Michigan Manufacturers Association’s (MMA) Manufacturing Excellence Awards
- **November 2023** – Public Works Project of the Year (Category – Governmental Cooperation Greater than \$1 Million) – Skyline Drive Roundabout Project
- **March 2024** – Battle Creek Named a Tier 3 Top Metro – Site Selection Magazine 2024
- **April 2024** – DoubleTree by Hilton Battle Creek wins Governor’s Award for Innovative Tourism Collaboration
- **May 2024** – BCU Receives 2024 Mac Conway Award for Excellence in Economic Development, Site Selection Magazine 2024



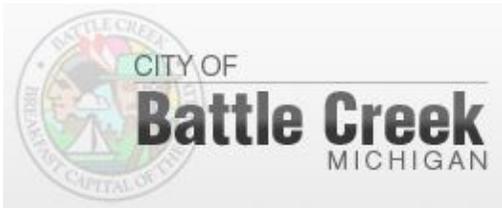
Skyline Drive Roundabout Project



Governor’s Award for Innovative Tourism Collaboration

Q & A





General Detail NO.

Calhoun County Senior Services Presentation - Rod Auton, Manager

BATTLE CREEK, MICHIGAN - 7/2/2024

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Calhoun County Senior Services Presentation - Rod Auton, Manager

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

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POSITIONS

ATTACHMENTS:

File Name	Description
☐ Senior_Services_Presentation_BC.pdf	Calhoun County Senior Services Presentation

Calhoun County Senior Services

Calhoun County Senior Millage

Mission: Enhance, promote, and ensure the availability of needed quality services for Calhoun County seniors through effective and efficient allocation of County Senior Millage resources.

Vision: Calhoun County Senior Millage - Funding choices for seniors, Age 60 and over, while promoting health, safety, dignity, and independence



What is Senior Millage?

- Senior Millage first passed by voters in 1996
- Senior Millage serves Calhoun County residents, age 60 and over
- Senior Millage was renewed in August 2020 for another ten years, with 82% of voters saying “yes” to seniors
- Fund 21 programs through 9 non-profit organizations
- 4 types of spending: Contractual Spending, Mini-Grants, Senior Strategic Projects, and Senior Services Administrative Spending



Services available to county residents, age 60 and over.

CALHOUN COUNTY Senior Millage

FUNDING SERVICES FOR SENIORS



Home Heating Assistance*
Assists seniors in paying past due heat-related utility bills.
Community Action
269-965-7766



Bed Bug Remediation*
Assists senior homeowners with treatment for bed bugs and renters with bed bug prep.
Milestone Senior Services
866-200-8877



Minor Home Repair*
Repairs for senior homeowners for health and safety maintenance of their homes.
Community Action
269-965-7766 or 877-422-2726



Ramps for Accessibility*
Senior homeowners can have a ramp built to make their home more accessible.
Milestone Senior Services
866-200-8877



Handy Helper Services*
Provides simple home maintenance to senior homes.
Milestone Senior Services
866-200-8877

All services are funded by the citizens of Calhoun County through support of the Senior Millage.
*** Income limits apply to these programs.**
2022 Monthly Income Guidelines:
Under \$2,831 for 1 person households
Under \$3,815 for 2 persons



 **Calhoun County Senior Services**

315 West Green St., Marshall, MI 49068
269-781-0846
www.calhouncountymi.gov

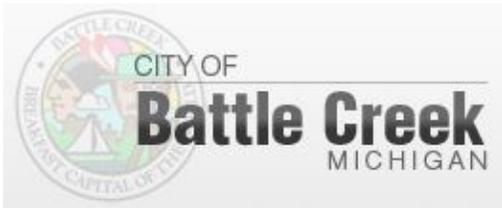


Number of Calhoun County Older Adults Served By the Numbers

2020	2021	2022	2023
5,458	5,732	6,760	6,950



- **Mission:** *Enhance, promote, and ensure the availability of needed quality services for Calhoun County seniors through effective and efficient allocation of County Senior Millage resources.*
- **Vision:** *Calhoun County Senior Millage - Funding choices for seniors, age 60 and over, while promoting health, safety, dignity and independence*
- **Core Values:**
 - Seniors have *access* to the services they need because the delivery system is *well-coordinated* and *collaborative*.
 - Seniors are *valued* members of our community.
 - Seniors have *choices* about *where* and *how* they live in our community.
 - Seniors can live *independently* in the community as long as possible.



Ordinance

NO. 10-2024

A Proposed Ordinance Introduction, #10-2024, to amend Section 08 of Chapter 882 Real Estate Taxation, by amending the terms of the Payment in Lieu of Taxes (PILOT) to reflect the new ownership and financing for "Westbrook Place."

BATTLE CREEK, MICHIGAN - 7/2/2024

The City of Battle Creek Ordains:

Section 1. A proposed Ordinance Introduction, #10-2024, to amend Section 08 of Chapter 882 "Real Estate Taxation," by amending the terms of the Payment in Lieu of Taxes (PILOT) ordinance to reflect the new ownership and financing for "Westbrook Place" 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.

Battle Creek City Commission

7/2/2024

Action Summary

Staff Member: Jill Humphreys Steele, City Attorney

Department: City Attorney

SUMMARY

A Proposed Ordinance Introduction, #10-2024, to amend Section 08 of Chapter 882 Real Estate Taxation, by amending the terms of the Payment in Lieu of Taxes (PILOT) to reflect the new ownership and

financing for "Westbrook Place."

BUDGETARY CONSIDERATIONS

A PILOT is essentially a tax exemption for a housing development, with the Developer/Sponsor being responsible for making an annual payment as compensation for services provided to it, such as police and fire protection and other essential services. Under the ordinance presented here, the property owner would be responsible for annual payments of four percent (4%) of the "shelter rents" for all income restricted units, which is anticipated to be all 69 units in the development for forty-five (45) years. "Shelter rent" means the total collection of all payments from the occupants of the development representing rents or occupancy charges, exclusive of utilities furnished to the occupants by the Developer or Sponsor.

The duration of a PILOT may not exceed fifty (50) years. This proposed PILOT would last forty-five (45) years, the length of the mortgage/LIHTC, provided the Sponsor continues to meet the statutory requirements to be eligible for the abatement, as well as the requirements set out in the proposed ordinance. After the PILOT expires, the property would be assessed at a normal value and tax rate.

HISTORY, BACKGROUND and DISCUSSION

Ordinance 882.08 was initially enacted in 2004 and amended in 2005. Westbrook Place Apartments is a six-story mid/high-rise building with 69 units of multi-family affordable residential housing for persons who are 50 and over. Originally constructed as a hospital in 1940, the property underwent extensive renovation and conversion in 2006. Of the 69 units, 47 have one bedroom and 22 have two bedrooms. It is currently used as an elderly-designated affordable rental apartment complex, subject to restricted rents and regulations under Section 42 of the Low-Income Housing Tax Credit (LIHTC) program. The current PILOT ordinance provides an annual service payment of 4% of the Contract Rents. The Developer is requesting that the PILOT remain the same at 4%. The current PILOT is set to expire at the end of 2024.

On December 23, 2021, the property was sold and is now owned by Westbrook Preservation, Limited Dividend Housing Association, LLC, with Full Circle Communities (FCC) as the project developer. FCC is requesting a renewal of the PILOT, reflected here in an ordinance amendment, showing the new owner as the "Sponsor," and to provide a renewal of the length of the PILOT as the owner/developer seek to apply for additional funds to rehabilitate the property. FCC indicates that central to its "mission is the recognition that housing, supportive services, and social services are interconnected. As a result, FCC dedicates at least 75% of cash flow and developer's fees to providing services for residents. This service-rich housing model promotes stability, independence, and serves as the foundation for opportunity and enrichment."

FCC further indicates that Westbrook Place cannot be preserved without an extension of the existing PILOT. "An extension is also necessary to prepare the property for a competitive LIHTC application to receive an allocation to perform necessary maintenance and repairs." See the attached PILOT request letter for additional information from FCC.

The proposed ordinance has also been amended to better reflect the template ordinance recommended by MSHDA and to extend the terms that would otherwise expire at the end of 2024.

DISCUSSION OF THE ISSUE

POSITIONS

The City Manager and Assistant City Manager recommend introduction of this Ordinance amendment.

ATTACHMENTS:

File Name**Description**

Westbrook_Place_Pilot_Request.pdf	PILOT renewal request
882.08_Westbrook_Place_REDLINE_6.24.24.pdf	882.08 Westbrook Place REDLINE 6.24.24
882.08_Westbrook_Place_CLEAN_06.24.24.pdf	882.08 Westbrook Place CLEAN 6.24.24



Ted Dearing
Assistant City Manager, Department of Community & Economic Development
City of Battle Creek
10 North Division Street Rm 206
Battle Creek, MI 49014

Re: PILOT Ordinance Extension Request – Westbrook Place Apartments

Dear Ted Dearing:

The following summarizes the general framework between Full Circle Communities, Inc. or its affiliate (“**FCC**”) and City of Battle Creek (“**Battle Creek**”) for the renewal of Payment in Lieu of Taxes (“**PILOT**”) Ordinance for Westbrook Place Apartments (“**Project**”), in accordance with guidelines established by the Michigan State Housing Development Authority (“**MSHDA**”).

- Project:** The Project is a 69-unit multi-family, elderly affordable housing in Battle Creek, MI.
- Ownership Structure:** The owner of the Project (“**Owner**”) is a limited dividend housing association limited liability corporation (LDHA LLC). The non-member manager of the Owner will be FCC.
- Developer:** FCC is the developer for the Project and will be entitled to receive any developer fee and will be utilized as outlined below in “Available Service Funds”.
- Population Served:** The Project has been designed to serve an elderly population. FCC intends preserve these units through a rehab with an intentional design that responds to the needs of residents.
- Available Service Funds:** FCC will use a minimum of 75% of all developer fees in excess of \$250,000 that FCC receives from the Project to fund a Service Reserve. FCC will use a minimum of 75% of all cash flow distributed to it to fund tenant services and case management.
- Requested Assistance:** Renewal of the existing PILOT exemption set at the greater of 4.0% of Contract Rents or the minimum payment, as established with the City, for a period of 45 years.



Executive Summary

Westbrook Place Apartments is a six-story mid/high-rise building with 69 units for elderly affordable residential living, situated on a 2.57-acre site. Originally constructed as a hospital in 1940, the property underwent extensive renovation and conversion in 2006. It comprises 47 one-bedroom units and 22 two-bedroom units. The irregularly shaped corner parcel covers approximately 111,949 square feet, or about 2.57 acres. The property is currently utilized as an elderly-designated affordable rental apartment complex, subject to restricted rents and regulations under Section 42 of the Low-Income Housing Tax Credit (LIHTC) program. A Payment in Lieu of Taxes (PILOT) agreement with a 4.00% rate has been active from 2016 to 2023. Full Circle Community acquired the development in late 2021 and plans to renovate the property to preserve its affordable units through future LIHTC allocations.

The project's primary funding source was tax credit equity from the LIHTC program, managed by the Michigan State Housing Finance Agency (MSHDA), which imposes strict affordability guidelines. Tenants must have verified incomes that comply with the program's restrictions. Income and rent restrictions for this property stipulate that 25% of units will be rented to families earning no more than 30% of the Area Median Income (AMI), 5.88% to families earning no more than 45% of AMI, 45.59% to families earning no more than 50% of AMI, and 23.53% to families earning no more than 60% of AMI.

Central to Full Circle's mission is the recognition that housing, supportive services, and social services are interconnected. As a result, FCC dedicates at least 75% of cash flow and developer's fees to providing services for residents. This service-rich housing model promotes stability, independence, and serves as the foundation for opportunity and enrichment.

Act 346 of the Michigan State Housing Development Authority (MSHDA) Act of 1966 acknowledges the "payment in lieu of taxes" exemption (PILOT) as a crucial tool for facilitating the development of affordable housing for low- to moderate-income individuals and those with special needs. A PILOT provides eligible affordable housing projects with an annual service charge, calculated as a percentage of annual contract rents, in place of standard property taxes. This reduction in the tax burden on the property owner generates operational savings that enable the project to offer reduced rents. MSHDA expects municipal support for LIHTC projects in the form of a PILOT exemption, which is included in their program criteria. A project that does not receive a PILOT exemption faces a significant disadvantage in receiving a LIHTC award through the competitive funding process.

Maintaining the financial feasibility of the project based on existing financial models, and considering the income restrictions on the property, Westbrook Place cannot be preserved without an extension of the existing PILOT. An extension is also necessary to prepare the property for a competitive LIHTC application to receive an allocation to perform necessary maintenance and repairs. We respectfully request a PILOT set at the greater of 4.0% of Contract Rents or the minimum payment for a period of 45 years.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line extending to the right.

Joshua Wilmoth
President & CEO

882.08 EXEMPTION FOR WESTBROOK PLACE

An Ordinance to provide for a service charge in lieu of taxes for a housing development for low income elderly persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq) (the "Act").

(a) Purpose, City Authority and Findings of Fact.

(1) It is ~~determined~~acknowledged that ~~it is~~ a proper public purpose of the State of Michigan and its political subdivisions ~~is~~ to ~~assist in the provision~~ of housing for its ~~resident~~citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with State law.

(2) The City ~~of Battle Creek~~ is authorized to establish or change ~~the~~ a service charge to be paid in lieu of taxes by any or all classes of housing exempt ~~from~~for taxation under the ~~Michigan State Housing Development Authority Act of 1966, as amended~~, at any amount it chooses, but not ~~to~~ exceed~~ing~~ the taxes that would be paid but for the Act. It is ~~also~~further found that ~~such~~ housing for ~~low-income~~ persons ~~of low income and families~~ is a public necessity and ~~that~~as the City will be benefited and improved by such housing, ~~and that~~ the encouragement of ~~the~~ same by providing ~~a~~ certain real estate tax exemption for such housing is a valid public purpose. It is further found that the continuance of the provisions of this section for tax exemption and the service charge in lieu of ~~all ad valorem~~ taxes during the period contemplated in this section are essential to the determination of economic feasibility of ~~the proposed~~ housing development ~~that~~ which is to be ~~rehabilitated~~constructed ~~with financing extended~~and ~~financed~~ in reliance on such tax exemption.

(3) The City acknowledges that the Sponsor (~~as defined below~~), ~~Westbrook Place Limited Dividend Housing Association Limited Partnership, a Michigan Limited Partnership,~~ ~~has offered, subject to receipt of an allocation under the low income housing tax credit laws,~~ ~~to~~has ~~acquired~~erect, own and ~~is~~ operating a qualifying ~~H~~housing ~~D~~evelopment ~~identified as~~ "Westbrook Place," on certain property located ~~at 183 West Street~~ in the City ~~that~~o serves ~~persons of~~ low income ~~persons and families~~ and that the Sponsor has offered to ~~continue to~~ pay the City on account of this ~~H~~housing ~~D~~evelopment an annual service charge for public services in lieu of all ~~ad valorem~~ taxes.

(b) Definition of Terms. All terms in this section shall be defined as set forth in the Act, except as follows:

(1) "Act" means the State Housing Development Authority Act, being Public Act 346 of 1966, as amended.

(2) "Annual ~~S~~shelter ~~R~~rents" means the total collections during an agreed annual period from ~~or paid on behalf of~~ all occupants of the ~~Housing Project development~~ representing rent or occupancy charges, exclusive of ~~said charges attributable to gas, electricity, heat or other~~ ~~u~~Utilities ~~furnished to the occupants by the Sponsor.~~

(3) "Authority" means the Michigan State Housing Development Authority.

(4) "City" means the City of Battle Creek, a home rule municipality organized pursuant to Public Act 279 of 1909, as amended and located in Calhoun County, Michigan.

(5) "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of the Housing Development during an agreed annual period, exclusive of Utilities.

(65) "Housing Development" means the proposed senior citizen multiple family Hhousing Ddevelopment which is located in the City of Battle Creek and known as "Westbrook Place" at 183 West Street, which contains 69 units for elderly affordable residential living, and such elements of other housing, commercial, recreational, industrial, communal and educational facilities as the Authority has determined improves the quality of the Housing Development as it relates to housing for Low Income Elderly Persons and Families.

(76) "Elderly persons of Low Income Elderly Persons and or Families" means a household composed of one or more persons where the head of the household is fifty-five years of age or older at the time of initial occupancy and all other members of the household are fifty years of age or older, or a single person who is fifty-five years of age or older at the time of initial occupancy, and whose household income is sixty percent or less of the area median income as adjusted for family size and who are determined to be eligible to move into the Housing Ddevelopment under the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the units of which shall be rent restricted.

(87) "LIHTC Program Housing development" means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended, development which contains a significant element of housing for elderly persons of low income and such elements of other housing, commercial, recreational, industrial, communal and educational facilities as the Authority has determined improves the quality of the development as it relates to housing for elderly persons of low income.

(98) "Mortgage Lloan" means any of the following: (i) A below market interest rate mortgage insured, purchased, or held by the secretary of the department of housing and urban development; (ii) A market interest rate mortgage insured by the secretary of the department of housing and urban development and augmented by a program of rent supplements; (iii) A mortgage receiving interest reduction payments provided by the secretary of the department of housing and urban development; (iv) A mortgage on a housing project to which the Authority allocates low income housing tax credits under section 22b of the Act; (v) A mortgage receiving special benefits under other federal law designated specifically to develop low and moderate income housing, consistent with the Act; or (vi) a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a Housing Development, and secured by a mortgage on the Housing Development a loan made by the Authority to the Sponsor for the construction and permanent financing of the housing development.

(109) "Section 42" means Title 26 United States Code Section 42 of the Internal Revenue Code of 1986, as amended.

(110) "Sponsor" means Westbrook Preservation LLC Limited Dividend Housing Association LLC Limited Partnership, a Michigan Limited Liability Company Partnership, which currently has ~~or will apply~~ a Mortgage Loan to finance the Housing Development under this section, and any entity that receives or assumes a Mortgage Loan for the Housing Development to the Authority for a mortgage loan to finance a housing development.

(124) "Utilities" means ~~charges for gas, electric, fuel,~~ water, sanitary sewer service and other utilities ~~or electrical service that~~ which are furnished to the occupants and paid for by the Sponsor.

(c) Applicable Class of Housing Developments. It is determined that the class of ~~H~~housing ~~D~~development to which the tax exemption set forth in this section shall apply, and for which a service charge shall be paid in lieu of such taxes shall be a Section 42 ~~H~~housing ~~D~~developments for Low Income Elderly Persons and Families that is financed with a Mortgage Loan ~~which have received a low income housing tax credit allocation from the Authority pursuant to Section 42.~~ The tax exemption provided by this section shall apply, notwithstanding any language in Section 882.01 to the contrary, and the language in this section shall govern any conflict between this section and section 882.01 so long as this section is in effect. Based on representations and warranties of the Sponsor, it is determined that the ~~Housing D~~development subject to this section is a ~~H~~housing ~~D~~development eligible for tax exemption provided by Section 15a of the Act.

(d) Establishment of Annual Service Charges.

(1) The ~~Housing D~~development known as "Westbrook Place," and the property on which it is located ~~and will be~~ constructed shall be exempt from all ad valorem property taxes as provided in below subsection (d)(2) from and after tax year 2024 until this section terminates pursuant to its terms. ~~commencing with January 1, following either the commencement of construction or, compliance by the Sponsor with all requirements imposed on the owner by Subsection (1) of Section 15a of the Act, whichever is later.~~ The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the ~~Housing D~~development in reliance upon the enactment and continuing effect of this section and the qualification of the ~~Housing D~~development for exemption from all ad valorem property taxes and ~~a, any~~ payment in lieu of taxes as established by this section. ~~Therefore, and~~ in consideration of the Sponsor's offer, subject to the ~~receipt of a mortgage loan and a low income tax credit allocation from the Authority~~ Sponsor continuing, to construct, own and operate the ~~Housing D~~development as a Section 42 Housing Development for Low Income Elderly Persons and Families that is financed with a Mortgage Loan, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes.

(2) Subject to Section (d)(1) above, the annual service charge to be paid in lieu of taxes shall be equal to four percent (4.00%) of the Contract Rents (for units receiving project-based Section 8 rental subsidy) and four percent (4.00%) of the Shelter Rents (for units not receiving project-based Section 8 rental subsidy) actually collected by tThe ~~H~~housing ~~D~~development

~~during each operating year pursuant to the terms set out in below subsection (g). identified as Westbrook Place, and the property on which it is located, shall be exempt from all property taxes from and after the effective date of this section until this section terminates. The City, acknowledging that the Sponsor and the Authority have undertaken the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this section and the qualification of the housing development for exemption from all property taxes and a payment in lieu of taxes as established herein, and in consideration of the Sponsor's officer, subject to receipt of an allocation from the Authority to construct, own and operate such housing development, hereby agrees to accept payment of an annual service charge for the public services in lieu of all property taxes. The annual service charge shall be equal to the following percentages of all gross rental income collected during the following operating years:-~~

~~Year~~

~~P.I.L.O.T. Rates~~

~~2016-2023~~

~~4.00%~~

~~2024 and thereafter~~

~~Not Exempt~~

(3) Nothing in this section shall be construed to exempt the Housing Development and property on which it is constructed from any special assessment for street or other public improvements or as a result of its location within a business improvement district authorized by ~~1999~~ Public Act 49 of 1999, as amended.

(4) The determination of when each housing unit in the Housing Development is occupied by an elderly ~~tenant person~~ qualified under the definition of Low-Income Persons or Families shall be made for each year as of December 31 of the immediately preceding year.

(e) Contractual Effect of Ordinance Section. Notwithstanding the provisions of Section 15a(5) of the Act to the contrary, ~~the~~ contract between the City and Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption ~~and~~, accept payments in lieu of ad valorem property taxes, as previously described, is effectuated by the enactment of this section. However, nothing contained in this section shall constitute a waiver of any rights the City may possess or exercise under the provisions of Section 15(a)(2) of the Act, provided the exercise of such rights does not, in the opinion of the Authority, impair the economic feasibility of the Housing Development or the Mortgage Loan. Notwithstanding the contractual effect of this section, the service charge to be paid each year in lieu of taxes for the part of the Housing Development that is tax exempt, but which is occupied by other than Low Income Persons or

Families shall be equal to the full amount of the taxes which would be paid on that portion of the Housing Development if the Housing Development were not tax exempt; and

(f) Payment of Service Charge. The annual service charge in lieu of ad valorem property taxes as determined under the subsection (d)(2) is shall be payable to the City on or before February 14th of the year following the year for which payment is due. Failure to pay the service charge on or before February 14th of each year shall result in the service charge being subject to one percent (1%) interest per month until paid. If any amount of the annual service charge or accrued interest shall remain unpaid as of December 31 of each year, then the amount unpaid shall be a lien upon the real property constituting Westbrook Place Housing Development upon the City Treasurer filing a certificate of non-payment of the service charge, together with an affidavit of proof of service of the certificate of non-payment upon the Sponsor with the Calhoun County Register of Deeds, and proceedings may then be had to enforce the lien as provided by law for the foreclosure of tax liens upon real property. in the same manner as general property taxes are payable to the City except the annual payment shall be paid on or before July 1 of each year for which this section is operative.

(g) Duration and Conditions. Commencing with the 2024 tax year and ending with the tax year which is forty-five (45) years later, 2016, and ending with the tax year 2023, this section shall remain in effect and shall not terminate from the effective date hereof until the expiration of forty-five (45) years as provided above, provided that all of the following requirements are in existence and continue to be met: the development remains subject to income and rent restrictions pursuant to Section 42, and that construction of development commences on or before December 31, 2005.

(1) The Housing Development remains subject to income and rent restrictions pursuant to Section 42; and

(2) A Mortgage Loan is outstanding.

In addition to the foregoing, the Sponsor shall make all annual reports supporting its claimed annual contract rent and reduced rent allocation for the preceding annual period by February 14 of each year, and failure to do so shall result in a late fee of fifty dollars (\$50.00) per month, which amount shall accrue one percent (1%) interest per month until paid.

(h) Benefits. The Sponsor benefits of the tax exemption granted pursuant to this section shall be allocated by the benefits of the tax exemption granted pursuant to this section Sponsor exclusively to the Low-Income Persons and Families of the Housing Development in the form of reduced rent. Such benefits shall not be allocated to the market rate persons or families. The Sponsor shall, at the request of the City, submit to the City its annual report documentation such evidence and documentation as may be reasonably necessary to verify Sponsor's compliance with this requirement.

(i) Audit and Inspection of Records. Subject to any limitations imposed by law, the Sponsor shall provide to the City annually, with its payment in lieu of taxes, such accounting records, audits and financial reports as will allow the City shall reasonably require to verify the

computation of the annual service charge as provided by this section. The Sponsor shall maintain such records of rent or occupancy charges received and the occupancy of units in the [Housing Development](#) as will permit the City to verify which of the units in the [Housing Development](#) have been occupied by [Low-Income Persons and Families](#). Subject to any limitations imposed by law, the books and records of the Sponsor pertaining to the [Housing Development](#) shall be available for review and audit by the City at all times.

(j) Lien. Annual service charges [as well as any late fees payable](#) pursuant to this section shall be a lien on the [Housing Development](#), and, if delinquent, shall be collected and enforced in the same manner as general property taxes.

[\(k\) Description of Development Site: Parcel #52-7960-00-007-0, Located in the City of Battle Creek, Calhoun County, and legally described as:](#)

[Commencing at Southeast corner of Lot 1 of Skinner & Stone's Addition to Battle Creek, according to the Plat thereof as recorded in Liber 1 of Plats, on Page 39, in the Office of the Register of Deeds for Calhoun County, Michigan; thence along the East line of said Plat, North 00 deg. 28' 29" West 688.10 feet for the Point of Beginning; thence South 79 deg. 27' 25" West 61.97 feet; thence South 30 deg. 55' 50" West 58.00 feet; thence along an extension of and along the exterior wall of the North Tower, South 27 deg. 48' 44" West 38.89 feet; thence continuing along said exterior wall, South 29 deg. 28' 19" East 29.23 feet to a point on the extension of said exterior wall; thence South 60 deg. 31' 41" West 24.84 feet; thence North 29 deg. 28' 19" West 16.54 feet; thence South 59 deg. 49' 35" West 12.60 feet; thence South 13 deg. 58' 29" West 11.89 feet; thence North 75 deg. 41' 48" West 12.00 feet; thence South 59 deg. 57' 16" West 18.60 feet; thence South 30 deg. 33' 53" East 26.25 feet; thence South 59 deg. 26' 35" West 124.09 feet; thence North 89 deg. 53' 09" West 44.00 feet to the centerline of vacated Thompkins Street \(being 49.5 feet in width\); thence along said centerline of vacated Thompkins Street, North 00 deg. 28' 50" West 313.33 feet; thence South 89 deg. 11' 02" East 25.21 feet to the West line of Lot 27 of said plat of Skinner & Stone's Addition to Battle Creek; thence North 35 deg. 32' 23" East 300.17 feet to a point on the North line of Lot 22 of said Plat of Skinner & Stone's Addition to Battle Creek; thence along the North line of said Lot 22, South 88 deg. 56' 39" East 103.51 feet to the Northeast corner of said Lot 22; thence along the East line of said Pat Skinner & Stone's Addition to Battle Creek, South 00 deg. 28' 29" East 326.75 feet to the Point of Beginning.](#)

[\(l\) Severability. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.](#)

[\(m\) Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.](#)

882.08 EXEMPTION FOR WESTBROOK PLACE

An Ordinance to provide for a service charge in lieu of taxes for a housing development for low income elderly persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq) (the “Act”).

(a) Purpose, City Authority and Findings of Fact.

(1) It is determined that a proper public purpose of the State of Michigan and its political subdivisions is to assist in the provision of housing for its residents of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with State law.

(2) The City is authorized to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under the Act, at any amount it chooses, but not exceeding the taxes that would be paid but for the Act. It is also found that such housing for low-income persons and families is a public necessity and that the City will be benefited and improved by such housing, and that the encouragement of the same by providing a certain real estate tax exemption for such housing is a valid public purpose. It is further found that the continuance of the provisions of this section for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this section are essential to the determination of economic feasibility of housing development that is to be rehabilitated with financing extended in reliance on such tax exemption.

(3) The City acknowledges that the Sponsor (as defined below) has acquired and is operating a qualifying Housing Development identified as “Westbrook Place,” on certain property located at 183 West Street in the City that serves low income persons and families and that the Sponsor has offered to continue to pay the City on account of this Housing Development an annual service charge for public services in lieu of all ad valorem taxes.

(b) Definition of Terms. All terms in this section shall be defined as set forth in the Act, except as follows:

(1) "Act" means the State Housing Development Authority Act, being Public Act 346 of 1966, as amended.

(2) “Annual Shelter Rents” means the total collections during an agreed annual period from or paid on behalf of all occupants of the Housing Project representing rent or occupancy charges, exclusive of Utilities.

(3) "Authority" means the Michigan State Housing Development Authority.

(4) "City" means the City of Battle Creek, a home rule municipality organized pursuant to Public Act 279 of 1909, as amended and located in Calhoun County, Michigan.

(5) “Contract Rents” means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S.

Housing Act of 1937, as amended) received in connection with the operation of the Housing Development during an agreed annual period, exclusive of Utilities.

(6) "Housing Development" means the multiple family Housing Development which is located in the City of Battle Creek and known as "Westbrook Place" at 183 West Street, which contains 69 units for elderly affordable residential living, and such elements of other housing, commercial, recreational, industrial, communal and educational facilities as the Authority has determined improves the quality of the Housing Development as it relates to housing for Low Income Elderly Persons and Families.

(7) "Low Income Elderly Persons and Families" means a household composed of one or more persons where the head of the household is fifty-five years of age or older at the time of initial occupancy and all other members of the household are fifty years of age or older, or a single person who is fifty-five years of age or older at the time of initial occupancy, eligible to move into the Housing Development under the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the units of which shall be rent restricted.

(8) "LIHTC Program" means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

(9) "Mortgage Loan" means any of the following: (i) A below market interest rate mortgage insured, purchased, or held by the secretary of the department of housing and urban development; (ii) A market interest rate mortgage insured by the secretary of the department of housing and urban development and augmented by a program of rent supplements; (iii) A mortgage receiving interest reduction payments provided by the secretary of the department of housing and urban development; (iv) A mortgage on a housing project to which the Authority allocates low income housing tax credits under section 22b of the Act; (v) A mortgage receiving special benefits under other federal law designated specifically to develop low and moderate income housing, consistent with the Act; or (vi) a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a Housing Development, and secured by a mortgage on the Housing Development.

(10) "Section 42" means Title 26 United States Code Section 42 of the Internal Revenue Code of 1986, as amended.

(11) "Sponsor" means Westbrook Preservation Limited Dividend Housing Association LLC, a Michigan Limited Liability Company, which currently has a Mortgage Loan to finance the Housing Development under this section, and any entity that receives or assumes a Mortgage Loan for the Housing Development.

(12) "Utilities" means charges for gas, electric, water, sanitary sewer service and other utilities that are furnished to the occupants and paid for by the Sponsor.

(c) Applicable Class of Housing Developments. It is determined that the class of Housing Development to which the tax exemption set forth in this section shall apply, and for which a service charge shall be paid in lieu of such taxes shall be a Section 42 Housing Development for Low Income Elderly Persons and Families that is financed with a Mortgage Loan. The tax

exemption provided by this section shall apply, notwithstanding any language in Section 882.01 to the contrary, and the language in this section shall govern any conflict between this section and section 882.01 so long as this section is in effect. Based on representations and warranties of the Sponsor, it is determined that the Housing Development subject to this section is a Housing Development eligible for tax exemption provided by Section 15a of the Act.

(d) Establishment of Annual Service Charges.

(1) The Housing Development known as “Westbrook Place,” and the property on which it is located and constructed shall be exempt from all ad valorem property taxes as provided in below subsection (d)(2) from and after tax year 2024 until this section terminates pursuant to its terms. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this section and the qualification of the Housing Development for exemption from all ad valorem property taxes and a payment in lieu of taxes as established by this section. Therefore, in consideration of the Sponsor's offer, subject to the Sponsor continuing to own and operate the Housing Development as a Section 42 Housing Development for Low Income Elderly Persons and Families that is financed with a Mortgage Loan, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes.

(2) Subject to Section (d)(1) above, the annual service charge to be paid in lieu of taxes shall be equal to four percent (4.00%) of the Contract Rents (for units receiving project-based Section 8 rental subsidy) and four percent (4.00%) of the Shelter Rents (for units not receiving project-based Section 8 rental subsidy) actually collected by the Housing Development during each operating year pursuant to the terms set out in below subsection (g).

(3) Nothing in this section shall be construed to exempt the Housing Development and property on which it is constructed from any special assessment for street or other public improvements or as a result of its location within a business improvement district authorized by Public Act 49 of 1999, as amended.

(4) The determination of when each housing unit in the Housing Development is occupied by an elderly tenant qualified under the definition of Low-Income Persons or Families shall be made for each year as of December 31 of the immediately preceding year.

(e) Contractual Effect of Ordinance. Notwithstanding the provisions of Section 15a(5) of the Act to the contrary, a contract between the City and Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payment in lieu of ad valorem property taxes, as previously described, is effectuated by the enactment of this section. However, nothing contained in this section shall constitute a waiver of any rights the City may possess or exercise under the provisions of Section 15(a)(2) of the Act, provided the exercise of such rights does not, in the opinion of the Authority, impair the economic feasibility of the Housing Development or the Mortgage Loan. Notwithstanding the contractual effect of this section, the service charge to be paid each year in lieu of taxes for the part of the Housing Development that is tax exempt, but which is occupied by other than Low Income Persons or

Families shall be equal to the full amount of the taxes which would be paid on that portion of the Housing Development if the Housing Development were not tax exempt; and

(f) Payment of Service Charge. The annual service charge in lieu of ad valorem property taxes as determined under subsection (d)(2) is payable to the City on or before February 14th of the year following the year for which payment is due. Failure to pay the service charge on or before February 14th of each year shall result in the service charge being subject to one percent (1%) interest per month until paid. If any amount of the annual service charge or accrued interest shall remain unpaid as of December 31 of each year, then the amount unpaid shall be a lien upon the real property constituting Westbrook Place Housing Development upon the City Treasurer filing a certificate of non-payment of the service charge, together with an affidavit of proof of service of the certificate of non-payment upon the Sponsor with the Calhoun County Register of Deeds, and proceedings may then be had to enforce the lien as provided by law for the foreclosure of tax liens upon real property.

(g) Duration and Conditions. Commencing with the 2024 tax year and ending with the tax year which is forty-five (45) years later, this section shall remain in effect and shall not terminate from the effective date hereof until the expiration of forty-five (45) years as provided above, provided that all of the following requirements are in existence and continue to be met:

(1) The Housing Development remains subject to income and rent restrictions pursuant to Section 42; and

(2) A Mortgage Loan is outstanding.

In addition to the foregoing, the Sponsor shall make all annual reports supporting its claimed annual contract rent and reduced rent allocation for the preceding annual period by February 14 of each year, and failure to do so shall result in a late fee of fifty dollars (\$50.00) per month, which amount shall accrue one percent (1%) interest per month until paid.

(h) Benefits. The Sponsor shall allocate the benefits of the tax exemption granted pursuant to this section exclusively to the Low-Income Persons and Families of the Housing Development in the form of reduced rent. Such benefits shall not be allocated to market rate persons or families. The Sponsor shall submit to the City its annual report documentation to verify Sponsor's compliance with this requirement.

(i) Audit and Inspection of Records. Subject to any limitations imposed by law, the Sponsor shall provide to the City annually, with its payment in lieu of taxes, such accounting records, audits and financial reports as will allow the City to verify the computation of the annual service charge as provided by this section. The Sponsor shall maintain such records of rent or occupancy charges received and the occupancy of units in the Housing Development as will permit the City to verify which of the units in the Housing Development have been occupied by Low-Income Persons and Families. Subject to any limitations imposed by law, the books and records of the Sponsor pertaining to the Housing Development shall be available for review and audit by the City at all times.

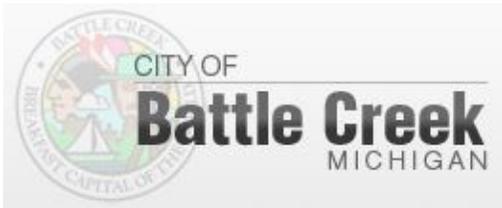
(j) Lien. Annual service charges as well as any late fees pursuant to this section shall be a lien on the Housing Development, and, if delinquent, shall be collected and enforced in the same manner as general property taxes.

(k) Description of Development Site: Parcel #52-7960-00-007-0, Located in the City of Battle Creek, Calhoun County, and legally described as:

Commencing at Southeast corner of Lot 1 of Skinner & Stone's Addition to Battle Creek, according to the Plat thereof as recorded in Liber 1 of Plats, on Page 39, in the Office of the Register of Deeds for Calhoun County, Michigan; thence along the East line of said Plat, North 00 deg. 28' 29" West 688.10 feet for the Point of Beginning; thence South 79 deg. 27' 25" West 61.97 feet; thence South 30 deg. 55' 50" West 58.00 feet; thence along an extension of and along the exterior wall of the North Tower, South 27 deg. 48' 44" West 38.89 feet; thence continuing along said exterior wall, South 29 deg. 28' 19" East 29.23 feet to a point on the extension of said exterior wall; thence South 60 deg. 31' 41" West 24.84 feet; thence North 29 deg. 28' 19" West 16.54 feet; thence South 59 deg. 49' 35" West 12.60 feet; thence South 13 deg. 58' 29" West 11.89 feet; thence North 75 deg. 41' 48" West 12.00 feet; thence South 59 deg. 57' 16" West 18.60 feet; thence South 30 deg. 33' 53" East 26.25 feet; thence South 59 deg. 26' 35" West 124.09 feet; thence North 89 deg. 53' 09" West 44.00 feet to the centerline of vacated Thompkins Street (being 49.5 feet in width); thence along said centerline of vacated Thompkins Street, North 00 deg. 28' 50" West 313.33 feet; thence South 89 deg. 11' 02" East 25.21 feet to the West line of Lot 27 of said plat of Skinner & Stone's Addition to Battle Creek; thence North 35 deg. 32' 23" East 300.17 feet to a point on the North line of Lot 22 of said Plat of Skinner & Stone's Addition to Battle Creek; thence along the North line of said Lot 22, South 88 deg. 56' 39" East 103.51 feet to the Northeast corner of said Lot 22; thence along the East line of said Pat Skinner & Stone's Addition to Battle Creek, South 00 deg. 28' 29" East 326.75 feet to the Point of Beginning.

(l) Severability. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

(m) Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.



Ordinance

NO. 11-2024

A Proposed Ordinance Introduction, #11-2024, to amend the Zoning Code for the City of Battle Creek.

BATTLE CREEK, MICHIGAN - 7/2/2024

The City of Battle Creek Ordains:

Section 1: An Ordinance to adopt an update to the Zoning Ordinance, attached hereto. The proposed Ordinance, Part 12 of the Codified Ordinances includes amendments to Chapters 1240 and 1263 of the City of Battle Creek zoning code pursuant to Section 1281.01. Chapter 1240 adds language to residential districts R-1A, R-1B, R-2, R-3, and MFR to clarify that an accessory dwelling unit is only allowed as an attached unit to a single-family residential unit and to correct and clarify that an accessory dwelling unit in zoning districts T-3, Neighborhood Commercial, T-4, Downtown Commercial, and T5, Core Downtown Commercial is allowed as an attached or detached unit to a single-family residential unit. Chapter 1240 also amends the G, Green District and R-1R, Single-Family Residential District under Special Land Uses to remove "Agri-Tourism". Chapter 1263 removes language in the sign code restricting the height for wall signs in T-4 and T-5 zoning districts and changes the maximum area for wall signs in commercial and industrial districts to 10% of the wall area where the sign is placed, not to exceed 200 square feet.

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 seven (7) days from the date of its publication, in accordance with the provisions of Section 401 of the Michigan Zoning Enabling Act.

Action Summary

Staff Member: Darcy Schmitt, Planning Supervisor

Department: Planning

SUMMARY

A Proposed Ordinance Introduction, #11-2024, to amend the Zoning Code for the City of Battle Creek.

BUDGETARY CONSIDERATIONS

There are no budgetary considerations.

HISTORY, BACKGROUND and DISCUSSION

Chapter 1240: Zoning district and map:

The first proposed revision to this chapter is the removal of Agri-Tourism as a Special Use in the G, Green District and R1-R Single-Family Residential District. This is proposed as the use does not align with the goals and stated purpose of the districts. In both districts, generalized and specialized farms are not permitted uses. Staff has deemed that Agri-Tourism as a use would require generalized and specialized farms to be present in the district as permitted uses, as the agricultural nature of the tourism is stated in the Special Use. Further, the stated purpose of the Green district contradicts increases in commercial development, like those associated with tourism-related uses. For both the lack of underlying permitted use and the dissonance between the stated purpose of the districts, staff has determined that Agri-Tourism is not an appropriate Special Use for the Green and R1-R districts.

The second set of proposed revisions adds language that clarifies the size and placement of Accessory Dwelling Units (ADUs) across the districts in which they are allowed. In the R-1A, R-1B, and R-2 districts, ADUs require a Special Use Permit and shall only be attached to the primary dwelling unit. They share the setback and maximum building height requirements as the primary dwelling unit as a result of this, similar to the current language on attached garages. In the R-3, MFR, T-3, T-4, T-5, and S districts, ADUs may be attached or detached to the primary dwelling unit and do not require a Special Use Permit. This change is proposed to make building ADUs more efficient for both residents and the City, as there will be less required cost and time. To regulate detached ADUs, these districts also have setback and maximum building height requirements associated specifically with accessory dwelling units.

Chapter 1263.09: Commercial and industrial districts:

The proposed revisions consist of two sections. The first is regarding the Maximum Height requirement for wall signs in Commercial and Industrial districts. The second is regarding the Maximum Area requirements for wall signs in Commercial and Industrial districts. These revisions are motivated by a proposal from DoubleTree to construct a hotel within Battle Creek's downtown. As is common with modern hotels, a large sign near the roofline of the hotel was incorporated into their design. Staff considered the current language of the sign ordinance and found that it was limiting development within the community without reasonable motivation.

The first revision is the removal of the Maximum Height requirement for wall signs in Commercial and Industrial districts. This will only effect wall signs being built in the T-4 (Downtown Commercial District) and T-5 (Core Downtown Commercial District) districts. When considering the removal of this requirement, staff reviewed the Kalamazoo and Jackson City Ordinances for their requirements regarding wall signs in commercial downtown districts. Kalamazoo does not have a maximum height requirement for wall signs in its Community Commercial District and Central Business Districts (Kalamazoo City Ordinances, Chapter 7 Signs, Section 7.3 On-Premises Signs). Jackson requires that a wall sign shall not extend above the building roof line in the Central Commercial District, as well as all other districts where wall signs are allowed (Jackson City Ordinances, Section 28-253.1). Considering both the desired direction of development in Battle Creek's downtown and comparable ordinances in Southwestern Michigan cities, staff is proposing the removal of the Maximum Height requirement for wall signs in Commercial and Industrial districts.

The second revision is the change of the Maximum Area requirements to regulate larger signs on larger projects. As above, staff has reviewed the Kalamazoo and Jackson City Ordinances for how they regulate wall sign area in their commercial downtown districts. Kalamazoo allows 2 square feet of area allowed for each 1 foot of wall length with no single wall sign allowed to exceed 200 square feet on a site in their Community Commercial District. In Kalamazoo's Central Business District, buildings over four stories in height are allowed to have an additional amount of wall signage equal to no more than 5% of the total area of each building façade that faces a public street. In either district, no single wall sign shall exceed 200 square feet. In Jackson's Central Commercial District, a sign's surface shall not exceed two square feet for each lineal foot of the length of the primary building façade up to a maximum of one hundred square feet. Considering these Southwestern Michigan cities, as well as the Battle Creek context, this size of sign was deemed appropriate.

DISCUSSION OF THE ISSUE

POSITIONS

The proposed amendments will clarify the intended use of accessory dwellings and provide requirements for maximum height and setbacks, remove the Agri-Tourism as a Special Use in the Green and R 1-R as it does not align with stated purpose of the districts, and amend the sign ordinance to better align with common signage locations for hotels while limiting the overall area of the sign to 200 square feet.

ATTACHMENTS:

File Name	Description
☐ Staff_Report.pdf	Staff Report
☐ 1263_Signs_Clean_Copy.pdf	Chapter 1263 (clean copy)
☐ 1263_Signs_Mark-Up_Copy.pdf	Chapter 1263 (markup copy)
☐ 1240_Zoning_Districts_and_Map_Clean_Copy.pdf	Chapter 1240 (clean copy)
☐ 1240_Zoning_Districts_and_Map_Markup_Copy.pdf	Chapter 1240 (markup copy)
☐ 06.26.2024_Planning_Commission_Meeting_Minutes.pdf	06-26-2024 Planning Commission Meeting Minutes



Battle Creek City Planning Commission Staff Report for the June 26, 2024 Regular Meeting

To: Planning Commissioners

From: CJ Sivak-Schwennesen, Planner

Subjects: Request from the City of Battle Creek to consider amendments to Chapters 1263: Signs and 1240: Zoning Districts and Map, pursuant to Section 1281.01.

Summary

The City of Battle Creek is requesting that the Planning Commission consider amendments to Chapters 1240 and 1263 of the City of Battle Creek zoning code pursuant to Section 1281.01. These changes include the removal of Agri-Tourism as a Special Use in the Green and R1-R districts, the addition of language specifying the setbacks for primary and accessory dwelling units, and the addition of language clarifying in which districts an Accessory Dwelling Unit may be attached or detached. In Chapter 1263, the language regarding sign height in commercial districts has been removed.

Background

Chapter 1240: Zoning district and map:

The first proposed revision to this chapter is the removal of Agri-Tourism as a Special Use in the Green and R1-R Single-Family Residential District. This is proposed as the use does not align with the goals and stated purpose of the districts. In both districts, generalized and specialized farms are not permitted uses. Staff has deemed that Agri-Tourism as a use would require generalized and specialized farms to be present in the district as permitted uses, as the agricultural nature of the tourism is stated in the Special Use. Further, the stated purpose of the Green district contradicts increases in commercial development, like those associated with tourism-related uses. For both the lack of underlying permitted use and the dissonance between the stated purpose of the districts, staff has determined that Agri-Tourism is not an appropriate Special Use for the Green and R1-R districts.

The second set of proposed revisions adds language that clarifies the size and placement of Accessory Dwelling Units (ADUs) across the districts in which they are allowed. In the R-1A, R-1B, and R-2 districts, ADUs require a Special Use Permit and shall only be attached to the primary dwelling unit. They share the setback and maximum building height requirements as the primary dwelling unit as a result of this, similar to the current language on attached garages. In the R-3, MFR, T-3, T-4, T-5, and S districts, ADUs may be attached or detached to the primary dwelling unit and do not require a Special Use Permit. This change is proposed to make building ADUs more efficient for both residents and the City, as there will be less required cost and time. To regulate detached ADUs, these districts also have setback and maximum building height requirements associated specifically with accessory dwelling units.

Chapter 1263.09: Commercial and industrial districts:

The proposed revisions consist of two sections. The first is regarding the Maximum Height requirement for wall signs in Commercial and Industrial districts. The second is regarding the Maximum Area requirements for wall signs in Commercial and Industrial districts. These revisions are motivated by a proposal from DoubleTree to construct a hotel within Battle Creek's downtown. As is common with modern hotels, a large sign near the roofline of the hotel was incorporated into their design. Staff considered the current language of the sign ordinance and found that it was limiting development within the community without reasonable motivation.

The first revision is the removal of the Maximum Height requirement for wall signs in Commercial and Industrial districts. This will only effect wall signs being built in the T-4 (Downtown Commercial District) and T-5 (Core Downtown Commercial District) districts. When considering the removal of this requirement, staff reviewed the Kalamazoo and Jackson City Ordinances for their requirements regarding wall signs in commercial downtown districts. Kalamazoo does not have a maximum height requirement for wall signs in its Community Commercial District and Central Business Districts (Kalamazoo City Ordinances, Chapter 7 Signs, Section 7.3 On-Premises Signs). Jackson requires that a wall sign shall not extend above the building roof line in the Central Commercial District, as well as all other districts where wall signs are allowed (Jackson City Ordinances, Section 28-253.1). Considering both the desired direction of development in Battle Creek's downtown and comparable ordinances in Southwestern Michigan cities, staff is proposing the removal of the Maximum Height requirement for wall signs in Commercial and Industrial districts.

The second revision is the change of the Maximum Area requirements to regulate larger signs on larger projects. As above, staff has reviewed the Kalamazoo and Jackson City Ordinances for how they regulate wall sign area in their commercial downtown districts. Kalamazoo allows 2 square feet of area allowed for each 1 foot of wall length with no single wall sign allowed to exceed 200 square feet on a site in their Community Commercial District. In Kalamazoo's Central Business District, buildings over four stories in height are allowed to have an additional amount of wall signage equal to no more than 5% of the total area of each building façade that faces a public street. In either district, no single wall sign shall exceed 200 square feet. In Jackson's Central Commercial District, a sign's surface shall not exceed two square feet for each lineal foot of the length of the primary building façade up to a maximum of one hundred square feet. Considering these Southwestern Michigan cities, as well as the Battle Creek context, this size of sign was deemed appropriate.

Public Hearing and Notice Requirements

This request has been scheduled for the June 26, 2024 Planning Commission meeting, with notice of the hearing published in the June 6, 2024 edition of the Battle Creek Shopper.

Support Material

1240 Zoning District and Map_Clean Copy
1240 Zoning District and Map_Markup Copy
1263 Signs_Clean Copy
1263 Signs_Markup Copy

CHAPTER 1263 Signs

1263.01 SHORT TITLE.

This chapter shall be referred to as the “Sign Ordinance of the City” or just the “Sign Ordinance.”

1263.02 PURPOSE STATEMENT.

The purpose of this chapter is to permit signs that will not, by way of their own reason, size, location, construction, or manner of display, endanger the public safety of individuals, confuse, mislead, or obstruct the vision necessary for traffic safety or otherwise endanger public health or safety, and to permit and regulate signs in such a way as to support and compliment land use objectives as set forth in this Zoning Code to support a more aesthetic environment within the City.

1263.03 PERMIT REQUIRED.

No person shall erect or substantially alter a permanent sign without first acquiring a permit from the Community Services Department. Drawings showing to scale the dimensions, construction supports, sizes, electrical wiring, component materials of the sign, and method of attachment shall be submitted with the permit application. This requirement shall not be construed to require a permit for the replacement of a sign panel, or the change in copy on a changeable copy sign.

1263.04 SIGNS EXEMPT FROM PERMITS.

- (a) Temporary signs.
- (b) Building signs that are incorporated into the architecture of the building, including memorial tablets and historic markers attached to, embossed or engraved on the face of the building.
- (c) Signs painted on or permanently attached to motor vehicles which are legally licensed for and primarily used for transportation provided that no such vehicle is parked on a premise for the primary purpose of advertising.
- (d) Sidewalk signs for commercial buildings where the building is setback less than three feet from the public rights-of-way are permitted subject to the following requirements:
 - (1) Only one sidewalk sign is permitted per building tenant frontage;
 - (2) Permitted sidewalk signs are strictly limited to a maximum area of eight square feet per side, including any supporting structure or frame, and a maximum height of four feet, measured from the ground to the top of the supporting structure or frame;
 - (3) Sidewalk signs shall not be illuminated;

(4) Sidewalk signs shall be placed so as to maintain at least five continuous feet of clear sidewalk, as measured from the nearest edge of the sign or sign frame to the nearest curb or building wall for pedestrian passage;

(5) Sidewalk signs must be securely anchored or weighted to prevent the sign from being blown so as to cause danger to the public or property, but may not be attached to a building, or secured to or placed in the ground, nor attached to any element including but not limited to trees, signs, light poles, planters, or similar objects;

(6) A sidewalk sign shall not be placed so as to present an obstruction to visibility or movement of vehicular or pedestrian traffic at any driveway or street intersection;

(7) No sidewalk sign shall be placed in a manner that obstructs or impedes sidewalk plowing or cleaning;

(8) Sidewalk signs shall be constructed of wood, metal, or other similarly durable material;

(9) All signs shall be maintained in a high-quality state; no peeling, broken, cracked or faded paint or vinyl;

(10) Environmentally activated devices such as flags, festoons, balloons, ribbons or other attachments, including wheels or hitches for towing, are not permitted on a sidewalk sign;

(11) All signs placed on a public sidewalk or within any portion of the public right-of-way must be well maintained to prevent any injury;

(12) Sidewalk signs may only be displayed during the hours of operation of the business, and must be removed from the sidewalk at the close of business each day; and

(13) The owner of the sign shall be strictly liable for and indemnify the City for any injury or damage to person or property caused by the size, placement or maintenance of a sidewalk sign, which occupies or extends over any portion of a public sidewalk or right-of-way.

(e) Directional sign means an on-premises sign containing noncommercial messages, including, but not limited to, designation of rest rooms, telephone locations, restrictions on smoking and door openings. "Directional sign" also means a sign containing noncommercial messages for, but not limited to, private traffic control and parking signs.

1263.05 PROHIBITED SIGNS.

(a) Signs in the public right of way or other City property, except for signs erected by the City or with written approval by the City, or in the case of a permanent sign, an approved lease with the City, or sidewalk signs permitted pursuant to Section 1263.04(d).

(b) Roof and portable signs.

(c) Flashing signs and animated signs.

(d) Signs which are not effectively shielded to prevent beams or rays of light from being directed at any portion of the traveled right of way, which are of such intensity as to cause glare or impair the vision of pedestrians or the driver of any motor vehicle, or interfere with the operation of a motor vehicle are prohibited.

(e) Abandoned signs, pursuant to Section 1263.11(b).

1263.06 GENERAL REQUIREMENTS FOR ALL SIGNS.

The following conditions apply to all signs erected or located in any zoning district:

(a) Sign Location. No sign shall be permitted at any location that creates any type of safety hazard or visual impediment to pedestrian or vehicular traffic. Any citation or notice of violation of this subsection shall cite any relevant building or electrical codes, provisions of this Zoning Code or other City ordinances.

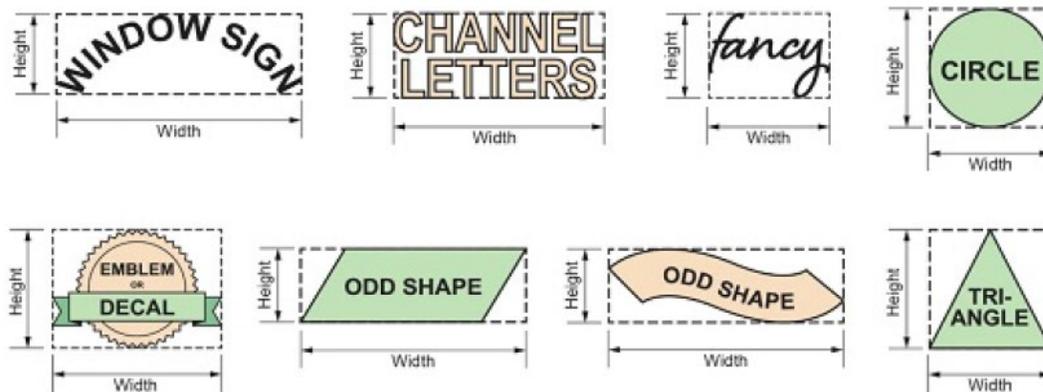
(b) Alterations. No sign will be altered, rebuilt, enlarged, extended or relocated except in conformity with the provisions of this chapter. The refacing of signs is not an alteration within the meaning of this chapter.

(c) Sign Attachment and Support. A sign must not be attached to or supported by a tree, utility pole, light pole, trash receptacle, bench, vending machine, public shelter, or be painted or drawn upon rocks or other natural features.

1263.07 MEASUREMENT OF SIGN AREA.

(a) The area of a sign, expressed in square feet, shall mean the entire area within any circle, triangle or rectangle or square enclosing the extreme limits of writing, representation, emblem or any figure or similar character, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed, excluding the necessary supports or uprights on which such sign is placed. Refer to the figure.

Figure 24. Area of a Sign

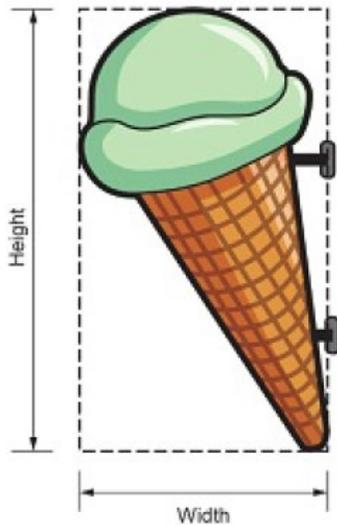


(b) Where a sign has two or more faces, the area of all faces shall be included in determining the area of the sign, except that where two such faces are placed back to back and are at no point more than two feet from one another, the area of the sign shall be taken as the area of one face if the two faces are of equal area, or as the area of the larger face if the two faces are of unequal area.

(c) Supporting framework or bracing that is clearly incidental to the display itself shall not be computed as sign area unless it too contains advertising lettering, materials or symbols.

(d) Where a sign consists of one or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture, or statue-like trademarks), the sign area is measured as their maximum projection, upon a vertical plane, as viewed from a position in the public right-of-way which produces the largest visual projection. See figure 25.

Figure 25. Sign Area, Three-Dimensional Objects



(e) Regardless of their spacing, the letters forming a word or name shall be considered a single sign. The area of such a sign shall be measured as provided in this chapter.

1263.08 AGRICULTURAL AND RESIDENTIAL ZONING DISTRICTS.

Sign Type	Agricultural and Residential Districts	
	All Uses	Multi-family apartment complexes and permitted non-residential uses only
Temporary Signs	Maximum Area: 6 square feet Maximum Height: 3 feet Setbacks: Shall be located at least three feet away from the rights-of-ways and interior property lines.	
Wall Signs	Not Permitted	Maximum Number: 1 per frontage along rights-of-way

		Maximum Area: 8 square feet
Automatic Changeable Copy Signs	Maximum Area: Shall not exceed 50% of the total allowed sign area for the premises	
Freestanding Signs	Not Permitted	<p>Maximum Number: 1</p> <p>Maximum Area: 24 square feet. For properties having a street frontage of more than 300 feet, an additional 25% of sign area shall be allowed for each additional 150 feet of street frontage. However, the maximum size allowed for a sign shall not exceed 48 square feet.</p> <p>Setbacks: Shall not be closer than 5 feet from the street's right-of-way line (but under no circumstance closer than 10 feet to edge of the road), or 10 feet from any interior property line. 25 feet from any street intersection, measured from the intersection of the street's right-of-way lines.</p> <p>Maximum Height: 6 feet</p>

1263.09 COMMERCIAL AND INDUSTRIAL DISTRICTS.

Sign Type	Commercial and Industrial Districts	
	Each parcel used in accordance with permitted uses or legal nonconforming non-residential uses	
All Signs	Where a commercial parcel abuts a residential parcel, the setback distance of the sign shall be increased one foot for every square foot of signs.	
Temporary Signs	<p>Maximum Area: 24 square feet. No individual sign shall exceed 12 square feet. Parcels with greater than 300-foot of frontage are permitted an additional 12 square feet of temporary signage.</p> <p>Maximum Height: 4 feet</p> <p>Setbacks: At least 3 feet from the rights-of-way and interior property lines.</p>	
Freestanding Signs	Each parcel used in accordance with permitted uses or legal nonconforming non-residential	For properties having frontage on a limited access highway (I-

	uses	94/M66) only
	<p>Maximum Number: 1 per property. Where more than one tenant or buildings shares a single parking area, there shall be permitted only 1 freestanding sign. Properties having frontage on more than one street rights-of-way are allowed a freestanding sign on each, however each secondary sign shall not exceed 50% the size of the primary sign.</p>	<p>Maximum Number: 1 freestanding sign on their premises, specifically oriented to traffic on the limited access highway</p> <p>Maximum Area: 150 square feet</p> <p>Maximum Height: 25 feet above the grade level of the limited access highway (I-94) at its nearest point to the sign</p>
	<p>Maximum Area: The allowable area is no greater than 1.2 times the parcel frontage, not exceeding 100 square feet</p> <p>Maximum Height: 25 feet</p> <p>Setbacks: At least 5 feet from any street right-of-way (but under no circumstance closer than 10 feet to the edge of the road)</p>	<p>Setbacks: The sign may not be less than 25 feet nor more than 50 feet from the highway right-of-way line and may not be less than 100 feet from any other freestanding sign.</p>
Wall Signs	<p>These signs are permitted to be on any side of the building facing a parking lot or street so long as they do not project away from the building surface further than the thickness of the sign and they are not facing any residential district or use.</p> <p>Maximum Area: Shall not exceed 10% of the wall area where the sign is placed, not exceeding 200 square feet.</p>	
Window Signs	<p>Maximum Area: Shall not exceed 30% of each window area.</p>	
Blade Signs	<p>One sign shall be permitted for each side of the building fronting on a street or alley in a commercial district.</p> <p>Maximum Area: 8 square feet each side on a street and 6 square feet each side on an alley.</p> <p>The sign shall project no more than 4 feet from the building and the bottom of the sign shall be a minimum of 8 feet above grade.</p> <p>Signs shall not be directly or indirectly illuminated.</p>	
Canopy Signs	<p>Maximum Area: Shall not exceed 1.2 times the canopy frontage in square footage in total. This can be used in combination with other specified signs.</p>	

Drive-up/drive-thru businesses	<p>Maximum Number: 1 sign per drive up lane in the side or rear yard. Each additional service window is allowed 1 sign not to exceed 24 square feet.</p> <p>Maximum Area: 32 square feet.</p> <p>Maximum Height: 8 feet from grade</p>
Automatic changeable copy signs	<p>Maximum Area: Shall not exceed 50% of the total allowed sign area for the premises.</p>

1263.10 BILLBOARDS.

(a) Except as otherwise prohibited by this section, billboards are permitted in and limited to placement along in Agriculture, B-1, I-1 and I-2 zoning districts when placed along a limited access highway or state trunk line. A billboard is not permitted to be erected or placed on a premise which also contains a freestanding sign.

(b) Billboards are subject to the following conditions:

(1) Such signs shall be placed no closer than 1,500 feet from any other billboard sign on the same side of the right-of-way.

(2) Such signs shall not exceed 672 square feet of area when located on or facing a limited access highway. When all other conditions are met for placement, the setback from a limited access highway or highway shall not exceed 300 square feet. When located on any primary highway as used in the subsection, terms limited access highway and primary highway shall have the same meaning as provided for as in the Highway Advertising Act Public Act of 1972, Public Act 106 of 1972, as amended, being MCL 252.301 et seq.

(3) Such signs shall not exceed thirty-five feet in height.

(4) Such signs shall not be closer than ten feet from any property line, twenty feet from any street right-of-way, and 100 feet from any residential, public or quasi-public structure.

(5) Such signs shall be maintained free of peeling paint or paper, sun-fading, staining, rust or other conditions which impair the legibility, supporting structures, frames, braces, guys and anchors of such signs shall be maintained so as not to be unsafe or in a state of disrepair.

(6) Such signs shall not be illuminated other than by approved electrical devices in accordance with Chapter 1422 "Electrical Code." Underground wiring shall be required for any illuminated sign permitted under this section. Such signs shall not employ flashing, blinking or oscillating lights. Any lighting shall be directed away from adjacent properties, passing motorists and pedestrians.

(c) No billboard shall be erected at any time when there are seventy-five or more billboard faces in the City. With Administrator approval, a sign owner choosing to remove a legally nonconforming billboard may transfer the billboard's square footage to a new billboard in another location in accordance with this section.

(d) The City reserves all rights it is granted or permitted to regulate signs pursuant to the Highway Advertising Act of 1972, Public Act 106 of 1972, as amended, being MCL 252.301 et seq., and nothing in this subsection shall be interpreted or construed to in any way limit the ability of the City to regulate, restrict or limit the number and locations of billboards within the City pursuant to the Home Rule City Act, Public Act 279 of 1909, as amended, being MCL 117.1 et seq., and the Michigan Zoning Enabling Act (MZEA), Public Act 110 of 2006, as amended, being MCL 125.3101 et seq.

1263.11 SIGN ILLUMINATION.

Internally lit signs are not to exceed 100 watts or 1,600 lumens. This is to be measured from one foot away of the sign's face, and at midpoint of the sign face. External lights shall have the source so obscure and shielded that no direct rays from it are visible from a public right-of-way or from an abutting property.

1263.12 MAINTENANCE.

(a) Signs and sign structures must be well maintained with no signs of damage or wear. The sign structure and related pertinence need to be safe. If there are any defective parts, they need to be repaired or replaced, so the structure is not considered dangerous to public health.

(b) Any sign structure left open with no sign or blank panel for over ninety days shall be considered abandoned. If the sign or blank panel is removed and the existing structure meets the current zoning regulations, it shall be replaced by another sign or blank panel within those ninety days, or it shall be considered abandoned pursuant to Section 1263.04(e). Any nonconforming sign that is abandoned is the responsibility of the owner and shall be removed by such owner. If the owner fails to comply, after receiving due notice, the Administrator may direct the sign to be removed and assess the costs of removal against the property owner as a special assessment for legally rendered City services, in accordance with Section 216.13 of the Administration Code.

(c) Any billboard that is a nonconforming sign may be maintained and repaired so as to continue the useful life of the sign. However, under no circumstances may nonconforming billboards be expanded, enlarged or extended. Any nonconforming sign or sign structures substantially destroyed by fire, wind or other casualty shall not be restored or rebuilt.

1263.13 MANDATORY SIGN REMOVAL.

(a) Emergency Conditions. Should the Administrator determine that a sign is so dangerous that it requires immediate removal, he or she shall attempt to provide the sign owner or property owner with a notice of the danger and the need for immediate abatement. Due to the emergency nature of the danger, if such notice is not possible due to the lack of knowledge as to the whereabouts of the sign owner or property owner, or should the sign or property owner not be available or refuse to immediately abate the nuisance, the Administrator shall abate such nuisance. The cost of the abatement, including a service fee of ten percent of the actual costs of such correction, shall become a lien against the property in accordance with Section 216.13 of the Administration Code.

(b) Nuisance Abatement. Any other sign regulated by this charter that fails to comply with the provisions of this chapter but which does not require emergency action, shall also constitute a nuisance. The owner of such sign and the real estate upon which it is located shall be given written notice of thirty days by regular mail for the abatement thereof. If such abatement is not accomplished within the 30-day period, the Administrator shall abate the nuisance. The cost of such abatement, including a service fee of 10% of the actual cost of such abatement, shall become a lien against the property in accordance with Section 216.13 of the Administration Code.

(c) Remedies Cumulative. The action of the Administrator to abate a nuisance under this section shall be in addition to the penalties described elsewhere in this Zoning Code.

(d) Removal by Administrator. Notwithstanding any other provision in this Zoning Code, signs which are affixed in any manner to walls, fences, trees, posts, bridges, utility poles, street signs or traffic signs, or otherwise located in the public right of way may be removed by the Administrator and/or their assigns and may be destroyed without notice to the violator.

1263.14 ABATEMENT OF NONCONFORMING SIGNS; NOTICE.

The intent of this chapter is to abate nonconforming signs, except as otherwise specifically set forth in this chapter, as rapidly as the police power of the City permits. After the enactment of this chapter, the Administrator or their designated agent shall, as soon as is practical, survey the City for signs which do not conform to the requirements of this chapter. Upon determining that a sign is nonconforming, the Administrator shall use reasonable efforts to notify the owner of the sign, in writing, by regular U.S. mail.

1263.15 PENALTY; EQUITABLE REMEDIES.

(a) Unless otherwise specified, a person who violates or fails to comply with any of the provisions of this Zoning Code is responsible for a Class C Municipal civil infraction and shall be subject to the civil fines provided in Section 202.98.

(b) A person who violates any of the provisions of this Zoning Code that causes an imminent threat to the public health or safety shall be subject to an Order to Correct setting forth a deadline to abate the violation. A person who fails, after receiving notice, to timely correct a condition that causes an imminent threat to the public health or safety is guilty of a misdemeanor and shall be subject to the penalty provided in Section 202.99.

(c) A sign which is not erected or maintained in accordance with this chapter is deemed to be unlawful and a nuisance. Nothing in this section shall preclude or abrogate the availability to the City of any other remedy available at law or in equity to prevent or remedy a violation of any of the provisions of this Zoning Code.

CHAPTER 1263 Signs

1263.01 SHORT TITLE.

This chapter shall be referred to as the “Sign Ordinance of the City” or just the “Sign Ordinance.”

1263.02 PURPOSE STATEMENT.

The purpose of this chapter is to permit signs that will not, by way of their own reason, size, location, construction, or manner of display, endanger the public safety of individuals, confuse, mislead, or obstruct the vision necessary for traffic safety or otherwise endanger public health or safety, and to permit and regulate signs in such a way as to support and compliment land use objectives as set forth in this Zoning Code to support a more aesthetic environment within the City.

1263.03 PERMIT REQUIRED.

No person shall erect or substantially alter a permanent sign without first acquiring a permit from the Community Services Department. Drawings showing to scale the dimensions, construction supports, sizes, electrical wiring, component materials of the sign, and method of attachment shall be submitted with the permit application. This requirement shall not be construed to require a permit for the replacement of a sign panel, or the change in copy on a changeable copy sign.

1263.04 SIGNS EXEMPT FROM PERMITS.

- (a) Temporary signs.
- (b) Building signs that are incorporated into the architecture of the building, including memorial tablets and historic markers attached to, embossed or engraved on the face of the building.
- (c) Signs painted on or permanently attached to motor vehicles which are legally licensed for and primarily used for transportation provided that no such vehicle is parked on a premise for the primary purpose of advertising.
- (d) Sidewalk signs for commercial buildings where the building is setback less than three feet from the public rights-of-way are permitted subject to the following requirements:
 - (1) Only one sidewalk sign is permitted per building tenant frontage;
 - (2) Permitted sidewalk signs are strictly limited to a maximum area of eight square feet per side, including any supporting structure or frame, and a maximum height of four feet, measured from the ground to the top of the supporting structure or frame;
 - (3) Sidewalk signs shall not be illuminated;

(4) Sidewalk signs shall be placed so as to maintain at least five continuous feet of clear sidewalk, as measured from the nearest edge of the sign or sign frame to the nearest curb or building wall for pedestrian passage;

(5) Sidewalk signs must be securely anchored or weighted to prevent the sign from being blown so as to cause danger to the public or property, but may not be attached to a building, or secured to or placed in the ground, nor attached to any element including but not limited to trees, signs, light poles, planters, or similar objects;

(6) A sidewalk sign shall not be placed so as to present an obstruction to visibility or movement of vehicular or pedestrian traffic at any driveway or street intersection;

(7) No sidewalk sign shall be placed in a manner that obstructs or impedes sidewalk plowing or cleaning;

(8) Sidewalk signs shall be constructed of wood, metal, or other similarly durable material;

(9) All signs shall be maintained in a high-quality state; no peeling, broken, cracked or faded paint or vinyl;

(10) Environmentally activated devices such as flags, festoons, balloons, ribbons or other attachments, including wheels or hitches for towing, are not permitted on a sidewalk sign;

(11) All signs placed on a public sidewalk or within any portion of the public right-of-way must be well maintained to prevent any injury;

(12) Sidewalk signs may only be displayed during the hours of operation of the business, and must be removed from the sidewalk at the close of business each day; and

(13) The owner of the sign shall be strictly liable for and indemnify the City for any injury or damage to person or property caused by the size, placement or maintenance of a sidewalk sign, which occupies or extends over any portion of a public sidewalk or right-of-way.

(e) Directional sign means an on-premises sign containing noncommercial messages, including, but not limited to, designation of rest rooms, telephone locations, restrictions on smoking and door openings. "Directional sign" also means a sign containing noncommercial messages for, but not limited to, private traffic control and parking signs.

1263.05 PROHIBITED SIGNS.

(a) Signs in the public right of way or other City property, except for signs erected by the City or with written approval by the City, or in the case of a permanent sign, an approved lease with the City, or sidewalk signs permitted pursuant to Section 1263.04(d).

(b) Roof and portable signs.

(c) Flashing signs and animated signs.

(d) Signs which are not effectively shielded to prevent beams or rays of light from being directed at any portion of the traveled right of way, which are of such intensity as to cause glare or impair the vision of pedestrians or the driver of any motor vehicle, or interfere with the operation of a motor vehicle are prohibited.

(e) Abandoned signs, pursuant to Section 1263.11(b).

1263.06 GENERAL REQUIREMENTS FOR ALL SIGNS.

The following conditions apply to all signs erected or located in any zoning district:

(a) Sign Location. No sign shall be permitted at any location that creates any type of safety hazard or visual impediment to pedestrian or vehicular traffic. Any citation or notice of violation of this subsection shall cite any relevant building or electrical codes, provisions of this Zoning Code or other City ordinances.

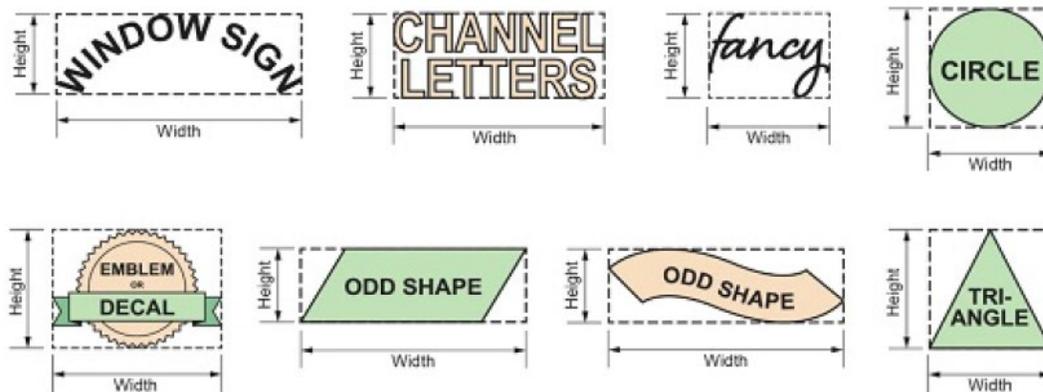
(b) Alterations. No sign will be altered, rebuilt, enlarged, extended or relocated except in conformity with the provisions of this chapter. The refacing of signs is not an alteration within the meaning of this chapter.

(c) Sign Attachment and Support. A sign must not be attached to or supported by a tree, utility pole, light pole, trash receptacle, bench, vending machine, public shelter, or be painted or drawn upon rocks or other natural features.

1263.07 MEASUREMENT OF SIGN AREA.

(a) The area of a sign, expressed in square feet, shall mean the entire area within any circle, triangle or rectangle or square enclosing the extreme limits of writing, representation, emblem or any figure or similar character, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed, excluding the necessary supports or uprights on which such sign is placed. Refer to the figure.

Figure 24. Area of a Sign

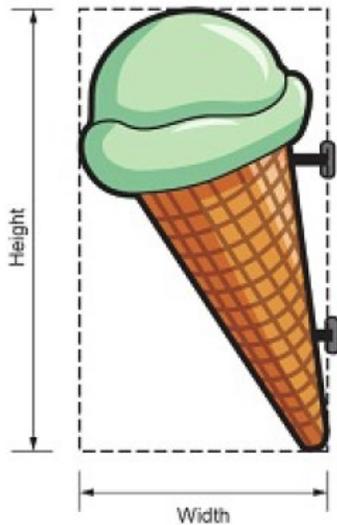


(b) Where a sign has two or more faces, the area of all faces shall be included in determining the area of the sign, except that where two such faces are placed back to back and are at no point more than two feet from one another, the area of the sign shall be taken as the area of one face if the two faces are of equal area, or as the area of the larger face if the two faces are of unequal area.

(c) Supporting framework or bracing that is clearly incidental to the display itself shall not be computed as sign area unless it too contains advertising lettering, materials or symbols.

(d) Where a sign consists of one or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture, or statue-like trademarks), the sign area is measured as their maximum projection, upon a vertical plane, as viewed from a position in the public right-of-way which produces the largest visual projection. See figure 25.

Figure 25. Sign Area, Three-Dimensional Objects



(e) Regardless of their spacing, the letters forming a word or name shall be considered a single sign. The area of such a sign shall be measured as provided in this chapter.

1263.08 AGRICULTURAL AND RESIDENTIAL ZONING DISTRICTS.

Sign Type	Agricultural and Residential Districts	
	All Uses	Multi-family apartment complexes and permitted non-residential uses only
Temporary Signs	Maximum Area: 6 square feet Maximum Height: 3 feet Setbacks: Shall be located at least three feet away from the rights-of-ways and interior property lines.	
Wall Signs	Not Permitted	Maximum Number: 1 per frontage along rights-of-way

		Maximum Area: 8 square feet
Automatic Changeable Copy Signs	Maximum Area: Shall not exceed 50% of the total allowed sign area for the premises	
Freestanding Signs	Not Permitted	<p>Maximum Number: 1</p> <p>Maximum Area: 24 square feet. For properties having a street frontage of more than 300 feet, an additional 25% of sign area shall be allowed for each additional 150 feet of street frontage. However, the maximum size allowed for a sign shall not exceed 48 square feet.</p> <p>Setbacks: Shall not be closer than 5 feet from the street's right-of-way line (but under no circumstance closer than 10 feet to edge of the road), or 10 feet from any interior property line. 25 feet from any street intersection, measured from the intersection of the street's right-of-way lines.</p> <p>Maximum Height: 6 feet</p>

1263.09 COMMERCIAL AND INDUSTRIAL DISTRICTS.

Sign Type	Commercial and Industrial Districts	
	Each parcel used in accordance with permitted uses or legal nonconforming non-residential uses	
All Signs	Where a commercial parcel abuts a residential parcel, the setback distance of the sign shall be increased one foot for every square foot of signs.	
Temporary Signs	<p>Maximum Area: 24 square feet. No individual sign shall exceed 12 square feet. Parcels with greater than 300-foot of frontage are permitted an additional 12 square feet of temporary signage.</p> <p>Maximum Height: 4 feet</p> <p>Setbacks: At least 3 feet from the rights-of-way and interior property lines.</p>	
Freestanding Signs	Each parcel used in accordance with permitted uses or legal nonconforming non-residential	For properties having frontage on a limited access highway (I-

	uses	94/M66) only
	<p>Maximum Number: 1 per property. Where more than one tenant or buildings shares a single parking area, there shall be permitted only 1 freestanding sign. Properties having frontage on more than one street rights-of-way are allowed a freestanding sign on each, however each secondary sign shall not exceed 50% the size of the primary sign.</p>	<p>Maximum Number: 1 freestanding sign on their premises, specifically oriented to traffic on the limited access highway</p> <p>Maximum Area: 150 square feet</p> <p>Maximum Height: 25 feet above the grade level of the limited access highway (I-94) at its nearest point to the sign</p>
	<p>Maximum Area: The allowable area is no greater than 1.2 times the parcel frontage, not exceeding 100 square feet</p> <p>Maximum Height: 25 feet</p> <p>Setbacks: At least 5 feet from any street right-of-way (but under no circumstance closer than 10 feet to the edge of the road)</p>	<p>Setbacks: The sign may not be less than 25 feet nor more than 50 feet from the highway right-of-way line and may not be less than 100 feet from any other freestanding sign.</p>
Wall Signs	<p>These signs are permitted to be on any side of the building facing a parking lot or street so long as they do not project away from the building surface further than the thickness of the sign and they are not facing any residential district or use.</p> <p>Maximum Area: Shall not exceed 10% of the wall area where the sign is placed, not exceeding 200 square feet.</p>	
Window Signs	<p>Maximum Area: Shall not exceed 30% of each window area.</p>	
Blade Signs	<p>One sign shall be permitted for each side of the building fronting on a street or alley in a commercial district.</p> <p>Maximum Area: 8 square feet each side on a street and 6 square feet each side on an alley.</p> <p>The sign shall project no more than 4 feet from the building and the bottom of the sign shall be a minimum of 8 feet above grade.</p> <p>Signs shall not be directly or indirectly illuminated.</p>	
Canopy Signs	<p>Maximum Area: Shall not exceed 1.2 times the canopy frontage in square footage in total. This can be used in combination with other specified signs.</p>	

Drive-up/drive-thru businesses	<p>Maximum Number: 1 sign per drive up lane in the side or rear yard. Each additional service window is allowed 1 sign not to exceed 24 square feet.</p> <p>Maximum Area: 32 square feet.</p> <p>Maximum Height: 8 feet from grade</p>
Automatic changeable copy signs	<p>Maximum Area: Shall not exceed 50% of the total allowed sign area for the premises.</p>

1263.10 BILLBOARDS.

(a) Except as otherwise prohibited by this section, billboards are permitted in and limited to placement along in Agriculture, B-1, I-1 and I-2 zoning districts when placed along a limited access highway or state trunk line. A billboard is not permitted to be erected or placed on a premise which also contains a freestanding sign.

(b) Billboards are subject to the following conditions:

(1) Such signs shall be placed no closer than 1,500 feet from any other billboard sign on the same side of the right-of-way.

(2) Such signs shall not exceed 672 square feet of area when located on or facing a limited access highway. When all other conditions are met for placement, the setback from a limited access highway or highway shall not exceed 300 square feet. When located on any primary highway as used in the subsection, terms limited access highway and primary highway shall have the same meaning as provided for as in the Highway Advertising Act Public Act of 1972, Public Act 106 of 1972, as amended, being MCL 252.301 et seq.

(3) Such signs shall not exceed thirty-five feet in height.

(4) Such signs shall not be closer than ten feet from any property line, twenty feet from any street right-of-way, and 100 feet from any residential, public or quasi-public structure.

(5) Such signs shall be maintained free of peeling paint or paper, sun-fading, staining, rust or other conditions which impair the legibility, supporting structures, frames, braces, guys and anchors of such signs shall be maintained so as not to be unsafe or in a state of disrepair.

(6) Such signs shall not be illuminated other than by approved electrical devices in accordance with Chapter 1422 "Electrical Code." Underground wiring shall be required for any illuminated sign permitted under this section. Such signs shall not employ flashing, blinking or oscillating lights. Any lighting shall be directed away from adjacent properties, passing motorists and pedestrians.

(c) No billboard shall be erected at any time when there are seventy-five or more billboard faces in the City. With Administrator approval, a sign owner choosing to remove a legally nonconforming billboard may transfer the billboard's square footage to a new billboard in another location in accordance with this section.

(d) The City reserves all rights it is granted or permitted to regulate signs pursuant to the Highway Advertising Act of 1972, Public Act 106 of 1972, as amended, being MCL 252.301 et seq., and nothing in this subsection shall be interpreted or construed to in any way limit the ability of the City to regulate, restrict or limit the number and locations of billboards within the City pursuant to the Home Rule City Act, Public Act 279 of 1909, as amended, being MCL 117.1 et seq., and the Michigan Zoning Enabling Act (MZEA), Public Act 110 of 2006, as amended, being MCL 125.3101 et seq.

1263.11 SIGN ILLUMINATION.

Internally lit signs are not to exceed 100 watts or 1,600 lumens. This is to be measured from one foot away of the sign's face, and at midpoint of the sign face. External lights shall have the source so obscure and shielded that no direct rays from it are visible from a public right-of-way or from an abutting property.

1263.12 MAINTENANCE.

(a) Signs and sign structures must be well maintained with no signs of damage or wear. The sign structure and related pertinence need to be safe. If there are any defective parts, they need to be repaired or replaced, so the structure is not considered dangerous to public health.

(b) Any sign structure left open with no sign or blank panel for over ninety days shall be considered abandoned. If the sign or blank panel is removed and the existing structure meets the current zoning regulations, it shall be replaced by another sign or blank panel within those ninety days, or it shall be considered abandoned pursuant to Section 1263.04(e). Any nonconforming sign that is abandoned is the responsibility of the owner and shall be removed by such owner. If the owner fails to comply, after receiving due notice, the Administrator may direct the sign to be removed and assess the costs of removal against the property owner as a special assessment for legally rendered City services, in accordance with Section 216.13 of the Administration Code.

(c) Any billboard that is a nonconforming sign may be maintained and repaired so as to continue the useful life of the sign. However, under no circumstances may nonconforming billboards be expanded, enlarged or extended. Any nonconforming sign or sign structures substantially destroyed by fire, wind or other casualty shall not be restored or rebuilt.

1263.13 MANDATORY SIGN REMOVAL.

(a) Emergency Conditions. Should the Administrator determine that a sign is so dangerous that it requires immediate removal, he or she shall attempt to provide the sign owner or property owner with a notice of the danger and the need for immediate abatement. Due to the emergency nature of the danger, if such notice is not possible due to the lack of knowledge as to the whereabouts of the sign owner or property owner, or should the sign or property owner not be available or refuse to immediately abate the nuisance, the Administrator shall abate such nuisance. The cost of the abatement, including a service fee of ten percent of the actual costs of such correction, shall become a lien against the property in accordance with Section 216.13 of the Administration Code.

(b) Nuisance Abatement. Any other sign regulated by this charter that fails to comply with the provisions of this chapter but which does not require emergency action, shall also constitute a nuisance. The owner of such sign and the real estate upon which it is located shall be given written notice of thirty days by regular mail for the abatement thereof. If such abatement is not accomplished within the 30-day period, the Administrator shall abate the nuisance. The cost of such abatement, including a service fee of 10% of the actual cost of such abatement, shall become a lien against the property in accordance with Section 216.13 of the Administration Code.

(c) Remedies Cumulative. The action of the Administrator to abate a nuisance under this section shall be in addition to the penalties described elsewhere in this Zoning Code.

(d) Removal by Administrator. Notwithstanding any other provision in this Zoning Code, signs which are affixed in any manner to walls, fences, trees, posts, bridges, utility poles, street signs or traffic signs, or otherwise located in the public right of way may be removed by the Administrator and/or their assigns and may be destroyed without notice to the violator.

1263.14 ABATEMENT OF NONCONFORMING SIGNS; NOTICE.

The intent of this chapter is to abate nonconforming signs, except as otherwise specifically set forth in this chapter, as rapidly as the police power of the City permits. After the enactment of this chapter, the Administrator or their designated agent shall, as soon as is practical, survey the City for signs which do not conform to the requirements of this chapter. Upon determining that a sign is nonconforming, the Administrator shall use reasonable efforts to notify the owner of the sign, in writing, by regular U.S. mail.

1263.15 PENALTY; EQUITABLE REMEDIES.

(a) Unless otherwise specified, a person who violates or fails to comply with any of the provisions of this Zoning Code is responsible for a Class C Municipal civil infraction and shall be subject to the civil fines provided in Section 202.98.

(b) A person who violates any of the provisions of this Zoning Code that causes an imminent threat to the public health or safety shall be subject to an Order to Correct setting forth a deadline to abate the violation. A person who fails, after receiving notice, to timely correct a condition that causes an imminent threat to the public health or safety is guilty of a misdemeanor and shall be subject to the penalty provided in Section 202.99.

(c) A sign which is not erected or maintained in accordance with this chapter is deemed to be unlawful and a nuisance. Nothing in this section shall preclude or abrogate the availability to the City of any other remedy available at law or in equity to prevent or remedy a violation of any of the provisions of this Zoning Code.

Chapter 1240
Zoning Districts and Maps

1240.01 DISTRICTS ESTABLISHED.

In order to classify, regulate and restrict the location of trades, industries, and buildings designed for specified uses, to regulate and limit the height and bulk of buildings hereafter erected or structurally altered, to regulate and limit the intensity of the use of lot areas, and to regulate and determine the areas of yards, courtyards and other open spaces within and surrounding such buildings, the City is hereby divided into districts, as follows:

- G Green District
- AG Agricultural District
- R-1R Single Family Residential District
- R-1A Single-Family Residential District
- R-1B Single-Family Residential District
- R-2 Two Family Residential District
- R-3 Multiple Family Residential District
- MFR High Density Multiple Family Residential District
- B-1 Corridor Commercial District
- B-2 Regional Commercial District
- T-3 Neighborhood Commercial District
- T-4 Downtown Commercial
- T-5 Core Downtown Commercial District
- I-1 Light Industrial District
- I-2 Heavy Industrial District
- S Spark District

1240.02 TABLE OF PERMITTED USES.

The following table lists the permitted uses and special land uses in each zoning district. When a use is classified by square footage, the square footage listed refers to the gross square footage of a building and not the square footage of an individual tenant unit. A use classified by capacity, refers to the capacity established by the City Fire Inspector. Whenever a specific development standard is included for a particular use in the table below, any development must comply with the requirement of the referenced section in addition to all of the other applicable requirements of this Code. All development standards for specific uses are listed in Section 1251 and in other areas of this Code. Additionally, any use that is a special land use must also comply with the standards of Section 1281.05.

<i>Uses</i>	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>A</i> Accessory Use																	
<i>A^s</i> Accessory Use Requiring SLU Approval																	
<i>E</i> Existing Use																	
<i>P</i> Permitted Use																	
<i>S</i> Special Use																	

Residential Uses

<i>Accessory Dwelling Unit</i>				<i>A^s</i>	<i>A^s</i>	<i>A^s</i>	<i>A</i>	<i>A</i>			<i>A</i>	<i>A</i>	<i>A</i>			<i>A</i>	
<i>Bed and Breakfast</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>			<i>P</i>						1251.09
<i>Home Occupation</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>										1251.18
<i>Multi-Family Dwelling Units</i>							<i>P</i>	<i>P</i>			<i>P</i>	<i>P</i>	<i>P</i>			<i>P</i>	1251.33
<i>Personal-Scale Wind Energy Facility</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>					<i>A</i>					<i>A</i>	1251.39
<i>Rooming and Boarding Houses</i>						<i>P</i>	<i>P</i>										1251.43
<i>Single Family Dwelling Unit Attached</i>							<i>P</i>	<i>P</i>			<i>P</i>	<i>P</i>	<i>E</i>			<i>P</i>	

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Single Family Dwelling Unit Detached</i>	P	P	P	P	P	P	P	P	E	E	P	E	E	E	E	P	
<i>State Licensed Child Care Family Home, 1-7 Children</i>	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	1251.45
<i>State Licensed Child Care Group Home, 8-14 Children</i>	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	1251.46
<i>State Licensed Child Care Center</i>	P							P	P	P	P	P	P	P	P	P	
<i>State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons</i>	P	P	P	P	P	P	P	P			P	P					1251.47
<i>State Licensed Residential Facility Adult Foster Care Small Group Home, 7-12 Persons</i>	S	S	S	S	S	S	S	S									1251.48
<i>State Licensed Residential Facility Adult Foster Care Large Group Home 13-20 Persons</i>	S	S	S	S	S	S	S	S									
<i>Transitional and Supportive Home, 1-6 Persons</i>			P	P	P	P	P	P			P	P					1251.49
<i>Transitional and Supportive Home, More than 6 Persons</i>			S	S	S	S	S	S			P	P					1251.50

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Community Residential Facility and Group Homes</i>						S	S	S									1251.48
<i>Two-Family Dwelling Units</i>						P	P	P			P	P	P			P	
<i>Commercial Uses</i>																	
<i>Adult Business</i>									S					S	S		1251.02
<i>Agri-Tourism</i>		S															
<i>Arena/Theater</i>									P	P						P	
<i>Artisan/Maker Space</i>									P	P	S	P	P	P	P	P	
<i>Assisted Senior Living</i>							P	P	P	P	P	P				P	1251.03
<i>Automobile Car Wash Establishment</i>									P	P				S	S		1251.04
<i>Automobile Repair</i>									P	P				P	P		1251.05
<i>Automobile Service Station</i>									S	P				P	P		1251.06
<i>Automobile or Vehicle Dealership</i>									P	P				P			1251.07
<i>Banquet and Meeting Hall < 100 cap.</i>	S						S	S	P	P	P	P	P			P	1251.08

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Banquet and Meeting Hall > 100 cap.</i>	S						S	S	P	P		P	P			P	1251.08
<i>Bar, Tavern, or Saloon</i>									S	P	S	P	P	S	S	P	
<i>Bookstore</i>									P	P	P	P	P			P	
<i>Brewpub</i>									P	P	S	P	P	P	P	P	
<i>Catering Business</i>									P	P	P	P	P				
<i>Convalescent Home, Nursing Home, or Home for the Aged</i>							P	P	P	P	P	P	S			S	1251.13
<i>Distillery, Winery – w/ or w/o Food</i>	P	P	S						P	P	S	P	P	P	P	P	
<i>Event Center</i>									P	P		P	P				
<i>Farm Equip. and Heavy Machinery Sales</i>														P	P		
<i>Financial Institutions</i>									P	P	P	P	P	P	P	P	
<i>Funeral Homes, Mortuaries, and Crematoriums (No Crematoriums B-1, T-3,4)</i>									P*	P	S*	S*		S			
<i>Hospital > 20,000 s.f.</i>								S	S	S		S	S	S	S		1251.19

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Hotel</i>										P	S	P	P			P	1251.20
<i>Independent Senior Living with Services</i>							P	P	P		P	P	P			P	1251.21
<i>Indoor Recreation</i>	P								P	P	P	P	P			P	
<i>Kennels/Veterinarian</i>	S	S	S						P	P				S	P	S	1251.23
<i>Marihuana: Adult-Use Marihuana Microbusiness</i>									P	P	S			P	P		1251.24 1251.26 1251.27
<i>Marihuana: Adult-Use Marihuana Retailers</i>									P	P	S	P	P	P	P		1251.24 1251.25 1251.27
<i>Marihuana: Medical Marihuana Provisioning Center</i>									P	P	S	P	P	P	P		1251.24 1251.30 1251.27
<i>Medical or Dental Clinic < 5,000 s.f.</i>									P	P	P	P	P				
<i>Medical or Dental Clinic <20,000 s.f.</i>								P	P	P	S	P	P			P	
<i>Motel</i>										P	S	P	P			P	1251.34
<i>Microbrewery</i>									P	P	S	P	P	P	P	P	1251.35

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Nightclub</i>									S	P	S	P	P	S	S	P	
<i>Office < 5,000 s.f.</i>									P	P	P	P	P	A	A	P	
<i>Office 5,000 – 17,000 s.f.</i>									P	P	P	P	P	A	A	P	
<i>Office > 17,000 s.f.</i>									P	P	S	P	P	A	A	P	
<i>Outdoor Recreation/Private</i>	P	P							P	P							1251.36
<i>Outdoor Recreation/Public</i>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	1251.36
<i>Outdoor Storage</i>									A	A				A	A		1251.37
<i>Pawn Broker</i>									P	P	S						
<i>Personal Service Establishment</i>									P	P	P	P	P			P	1251.40
<i>Private Club</i>									P	P	P	P	P				
<i>Restaurant</i>																	
<i>Carry-Out Restaurant</i>									P	P	P	P	P	P	P	P	
<i>Drive-In Restaurant</i>									P	P	P	S		P	P	P	

Uses	G	AG	R1- R	R1- A	R1- B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
Drive-Thru Restaurant									P	P	S	S		P	P		1251.14
Full-Service Restaurant									P	P	P	P	P	P	P	P	
Limited Service Restaurant									P	P	P	P	P	P	P	P	
<i>Retail Sales < 5,000 s.f.</i>									P	P	P	P	P	S	S	P	
<i>Retail Sales 5,000 – 17,000 s.f.</i>									P	P	P	P	P	S	S	P	
<i>Retail Sales > 17,000 s.f.</i>									P	P	S	P	P	S	S	P	
Tree Farm	P	P															
Vehicle Repair, Major									S	S				P	P		1251.54
Vehicle Repair, Minor									P	P				P	P		
<i>Industrial Uses</i>																	
Junk and Salvage Yard														S	S		1251.22
Manufacturing														P	P		
Marihuana: Medical and Adult Use														P	P		1251.24 1251.27

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Marihuana Grow Operation</i>																	1251.28
<i>Marihuana: Medical and Adult Use</i>																	1251.24
<i>Marihuana Processing Facility</i>														P	P		1251.27
																	1251.29
<i>Marihuana: Medical and Adult Use</i>																	1251.24
<i>Marihuana Safety Compliance Facility</i>									P	P				P	P		1251.27
																	1251.31
<i>Marihuana: Medical and Adult Use</i>																	1251.24
<i>Marihuana Secure Transporter</i>									P	P				P	P		1251.27
																	1251.32
<i>Research and Development</i>									S	P		S		P	P	P	
<i>Self-Storage Facilities</i>									P	P							1251.44
<i>Transportation and Logistics</i>									S	S				P	P	P	
<i>Utility-Scale Solar Energy Facility</i>		S	S						A	A				P	P		1251.52
<i>Utility-Scale Wind Energy Facility</i>		S	S												S		1251.53
<i>Warehouse</i>									S	S				P	P	P	
<i>Wholesale</i>									S	S				P	P	P	

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Other Uses</i>																	
<i>Accessory Buildings</i>	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	1260.01
<i>Adaptive Reuse</i>	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	1251.01
<i>Campground</i>	S	S	S	S	S	S											1251.09
<i>Cemetery</i>		S	S	S	S	S	S	S	S	S	S			S	S	S	1251.10
<i>Community Garden</i>	P	P	P	P	P	P	P	P			P					P	1251.11
<i>Essential Services</i>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	1240.21(b)
<i>Farmer's Market</i>	A/S	A/S									A/S	A	A			A	1251.15
<i>Food Truck</i>									A	A	A	A	A	A	A	A	
<i>General and Specialized farms, including crops and the raising and keeping for profit of cattle, hogs, horses, ponies, sheep and similar livestock</i>		P															1251.17
<i>Government/Public Uses</i>									P	P	P	P	P	P		P	1251.16

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Greenhouse/Nursery (Principal Use)</i>	P	P	P							P				P		P	
<i>Institutions of Higher Education</i>	S	S	S	S	S	S	S	P	P	P	S	P	P	P	P	P	
<i>Marinas</i>	S										S					S	
<i>Parking as a Principal Use</i>										S		S	S	S	S	S	
<i>Private K-12 Schools</i>			S	S	S	S	S	S	P	P	S	S	P			S	
<i>Private Garden</i>	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	1251.41
<i>Public K-12 Schools</i>			P	P	P	P	P	P	P	P	P	P	P			P	
<i>Public and private conservation areas and structures for the conservation of open space, water, soil, forest, and wildlife resources</i>	P	P															
<i>Religious Institutions</i>	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	1251.42
<i>Telecommunications</i>	Refer to Section 1251.49 to see where telecommunication towers are permitted.																1251.49
<i>Mobile Home Park Overlay District</i>	Refer to Section 1250.05 for Mobile Home Park requirements.																1250.05

1240.03 G GREEN DISTRICT.

<p>(a) Purpose</p> <p>It is the purposes of this district to:</p> <ol style="list-style-type: none"> 1. Preserve and protect natural and man-made water areas, flood plains, marshes, and wetlands from development other than open spaces or recreational uses 2. Preserve and protect agricultural districts and/or wildlife habitats 3. Limit residential and commercial development and encourage design that preserves natural environments 4. Retain natural drainage patterns 5. Preserve and protect the values of distinctive geologic, topographic, botanic, historic, or scenic areas 	
<p>(b) Permitted Uses</p> <ul style="list-style-type: none"> • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Child Care Centers • Distillery, Winery – w/ or w/o food • Essential Services • Greenhouse/Nursery (Principal Use) • Indoor Recreation • Outdoor Recreation/Private (Section 1251.36) • Outdoor Recreation/Public (Section 1251.36) • Public and private conservation areas and structures for the conservation of open space, water, soil, forest, and wildlife resources • Single Family Dwelling Unit Detached • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) • Tree Farm 	<p>(c) Special Land Uses</p> <ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • . • Banquet and Meeting Hall (Section 1251.08) • Campground (Section 1251.10) • Farmers Market (Section 1251.15) • Institutions of Higher Education • Kennels (Section 1251.23) • Marinas • Religious Institutions (Section 1251.42) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48)
<p>Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.</p>	
<p>(d) Accessory Uses</p> <ul style="list-style-type: none"> • Accessory Buildings (Section 1260.01) • Farmers Market (Section 1251.15) • Home Occupation (Section 1251.18) • Personal-Scale Wind Energy Facility (Section 1251.39) • Private Gardens (Section 1251.41) 	

<ul style="list-style-type: none"> • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 	
(e) Dimension Regulations	
Lot Standards	G
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	1
Minimum Lot Width (ft.)	150
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setbacks Requirements	
Front Yard Setback (ft.)	35
Rear Yard Setback (ft.)	35
Side Yard Setback (ft.)	15
Primary Dwelling Height Requirement	
Maximum Building Height	35 ft., 2.5 stories
<p>Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.</p>	

1240.04 AG AGRICULTURAL DISTRICT.

(a) Purpose	
<p>It is the purposes of this district to provide rural areas used predominantly for general farming operations. Although urban development is occurring at a substantial rate in the City, agriculture remains an important economic activity, and in the proper interest of the welfare of present and future residents, it is considered necessary to conserve an effective environment for stable, productive agricultural operations.</p> <p>The regulations of this chapter, therefore, are designed to:</p> <ol style="list-style-type: none"> 1. Protect and stabilize the essential characteristics of these areas 2. Minimize conflicting land uses detrimental to farm enterprises 3. Exclude development which requires highway, drainage, and other public utilities and facilities in excess of those required by agricultural uses 	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Distillery, Winery – w/ or w/o food 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Agri-Tourism • Campground (Section 1251.10)

<ul style="list-style-type: none"> • Essential Services • General and specialized farms, including crops and the raising and keeping of livestock (Section 1251.17) • Greenhouse/Nursery (Principal Use) • Outdoor Recreation/Private (Section 1251.36) • Outdoor Recreation/Public (Section 1251.36) • Public and private conservation areas and structures for the conservation of open space, water, soil, forest, and wildlife resources • Single Family Dwelling Unit Detached • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) • Tree Farm 	<ul style="list-style-type: none"> • Cemetery (Section 1251.11) • Farmers Market (Section 1251) • Institutions of Higher Education • Kennels/Veterinarian (Section 1251.23) • Religious Institutions (Section 1251.42) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48) • Utility-Scale Solar Energy Facility (Section 1251.52) • Utility-Scale Wind Energy Facility (Section 1251.53)
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Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.

(d) Accessory Uses

- Accessory Buildings (Section 1260.01)
- Farmers Market (Section 1251.15)
- Home Occupation (Section 1251.18)
- Personal-Scale Wind Energy Facility (Section 1251.39)
- Private Gardens (Section 1251.39)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)
- State Licensed Child Care Group Home, 8-14 Children (Section 1251.46)

(e) Dimension Regulations

Lot Standards	AG
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	.33
Minimum Lot Width (ft.)	150
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setback Requirements	
Front Yard Setback (ft.)	(c)
Rear Yard Setback (ft.)	(c)
Side Yard Setback (ft.)	(c)

Primary Dwelling Height Requirement	
Maximum Building Height	35 ft., 2.5 stories
<p>Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.</p>	

1240.05 R-1R SINGLE-FAMILY RESIDENTIAL DISTRICT.

(a) Purpose	
<p>It is the purpose of this district to establish residential properties of a semi-rural character that includes areas of the City presently without water and sewerage services and likely to remain without such services, in whole or in part, indefinitely. The R-1R Single-Family Rural Residential District includes existing low-density one-family properties, as well as areas within which such developments appear both likely and desirable.</p>	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Essential Services • Greenhouse/Nursery (Principal Use) • Outdoor Recreation/Public (Section 1251.35) • Public K-12 Schools • Single Family Dwelling Unit Detached • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • Transitional and Supportive Home, 1-6 Persons (Section 1251.49) 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • . • Campground (Section 1251.10) • Cemetery (Section 1251.11) • Distillery, Winery – w/ and w/o food • Institutions of Higher Education • Private K-12 Schools • Kennels/Veterinarian (Section 1251.23) • Religious Institution (Section 1251.42) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48) • Transitional and Supportive Home, More than 6 Persons • Utility-Scale Solar Energy Facility (Section 1251.52) • Utility-Scale Wind Energy Facility (Section 1251.53)
<p>Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.</p>	
(d) Accessory Uses	
<ul style="list-style-type: none"> • Accessory Buildings (Section 1260.01) • Home Occupation (Section 1251.18) • Personal-Scale Wind Energy Facility (Section 1251.39) 	

<ul style="list-style-type: none"> • Private Gardens (Section 1251.41) • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 	
(e) Dimension Regulations	
Lot Standards	R-1R
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	1.45
Minimum Lot Width (ft.)	120
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setback Requirements	
Front Yard Setback (ft.)	35
Rear Yard Setback (ft.)	35
Side Yard Setback (ft.)	15
Primary Dwelling Height	
Maximum Building Height	35 ft., 2.5 stories
<p>Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.</p>	

1240.06 R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT.

(a) Purpose	
<p>It is the purpose of this district to establish areas of primarily single-family detached residential properties of a semi-suburban to suburban, low-density character, usually served by City water and sewer.</p>	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Essential Services • Outdoor Recreation/Public (Section 1251.36) • Public K-12 Schools • Single Family Dwelling Unit Detached 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Campground (Section 1251.10) • Cemetery (Section 1251.11) • Institutions of Higher Education • Private K-12 Schools • Personal-Scale Wind Energy Facility (Section 1251.39) • Religious Institutions (Section 1251.42)

<ul style="list-style-type: none"> • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.49) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • Transitional and Supportive Home, 1-6 Persons (Section 1251.47) 	<ul style="list-style-type: none"> • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48) • Transitional and Supportive Home, More than 6 Persons (Section 1251.50)
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Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.

(d) Accessory Uses

- Accessory Buildings (Section 1260.01)
- Accessory Dwelling Unit attached to the primary dwelling, with SLU approval
- Home Occupation (Section 1251.18)
- Private Gardens (Section 1251.41)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)
- State Licensed Child Care Group Home, 8-14 Children (Section 1251.46)

(e) Dimension Regulations

Lot Standards	R-1A
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	5.80
Minimum Lot Width (ft.)	60
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	30
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the primary dwelling setback requirements.	
Front Yard Setback (ft.)	30
Rear Yard Setback (ft.)	35
Side Yard Setback (ft.)	8
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the primary dwelling height requirements	
Maximum Building Height	35 ft., 2.5 stories

Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations

above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.

1240.07 R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT.

(a) Purpose	
It is the purpose of this district to establish primarily single-family detached residential properties of a suburban, medium-density character. This district includes those areas, which are serviced by City water and sewer.	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Essential Services • Outdoor Recreation/Public (Section 1251.36) • Public K-12 Schools • Single Family Dwelling Unit Detached • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) • Transitional and Supportive Home, 1-6 Persons (Section 1251.49) 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Campground (Section 1251.10) • Cemetery (Section 1251.11) • Institutions of Higher Education • Private K-12 Schools • Personal-Scale Wind Energy Facility (Section 1251.39) • Religious Institutions (Section 1251.42) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48) • Transitional and Supportive Home, More than 6 Persons (section 1251.50)
Refer to Section 1230.06 for definitions for uses and refer to Chapter 1251 for development standards for specific uses.	
(d) Accessory Uses	
<ul style="list-style-type: none"> • Accessory Buildings (Section 1260.01) • Accessory Dwelling Unit attached to the primary dwelling, with SLU approval • Home Occupation (Section 1251.18) • Private Gardens (Section 1251.41) • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 	
(e) Dimension Regulations	
Lot Standards	R-1B
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	8.7
Minimum Lot Width (ft.)	50

Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	30
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the primary dwelling setback requirements.	
Front Yard Setback (ft.)	25
Rear Yard Setback (ft.)	30
Side Yard Setback (ft.)	6
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the primary dwelling height requirements	
Maximum Building Height	35 ft., 2.5 stories
Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.08 R-2 TWO FAMILY RESIDENTIAL DISTRICT.

(a) Purpose	
It is the purpose of this district to establish a mix of single- and two-family residential properties of an urban, medium-density character. Limited commercial uses, which tend to complement residential areas should be expected. This district includes street and utility elements expected in an urban setting. Further, this district provides a buffer between single-family and multifamily neighborhoods.	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Essential Services • Outdoor Recreation/Public (Section 1251.36) • Public K-12 Schools • Rooming and Boarding Houses, not to Exceed 4 Boarders (Section 1251.43) • Single Family Dwelling Unit Detached • Two-Family Dwelling Units • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Campground (Section 1251.10) • Cemetery (Section 1251.11) • Institutions of Higher Education • Religious Institutions (Section 1251.42) • Private K-12 Schools • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-20 Persons (Section 1251.48) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48)

<ul style="list-style-type: none"> • Transitional and Supportive Home, 1-6 Persons (Section 1251.49) 	<ul style="list-style-type: none"> • Transitional and Supportive Home, More than 6 Persons (Section 1251.50)
<p>Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.</p>	
<p>(d) Accessory Uses</p>	
<ul style="list-style-type: none"> • Accessory Building (Section 1260.01) • Accessory Dwelling Unit attached to the primary dwelling unit, with SLU approval • Home Occupation (Section 1251.18) • Personal-Scale Wind Energy Facility, with SLU approval (Section 1251.39) • Private Gardens (Section 1251.41) • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 	
<p>(e) Dimension Regulations</p>	
Lot Standards	R-2
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	8.70
Minimum Lot Width (ft.)	60
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	25
<p>Primary Dwelling Setback Requirements</p>	
<p>Attached accessory dwellings shall comply with the primary dwelling setback requirements.</p>	
Front Yard Setback (ft.)	25
Rear Yard Setback (ft.)	25
Side Yard Setback (ft.)	5
<p>Primary Dwelling Height Requirement</p>	
<p>Attached accessory dwellings shall comply with the primary dwelling height requirements</p>	
Maximum Building Height	35 ft., 2.5 stories
<p>Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.</p>	

1240.09 R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT.

(a) Purpose	
<p>It is the purpose of this district to establish high-density multi-family developments located in suburban and urban areas, and commercial development with relatively low intensities that often complement residential neighborhoods. Further, this district supports housing styles of mid- and high-level buildings consisting of garden apartments, and townhome condominiums. The high density of this district is intended to support nearby commercial districts, and provide a transition between commercial and mid-density districts.</p>	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Assisted Senior Living (Section 1251.03) • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Essential Services • Independent Senior Living with Services (Section 1251.21) • Multi-Family Dwelling Units (Section 1251.33) • Outdoor Recreation/Public (section 1251.36) • Public K-12 Schools • Rooming and Boarding Houses, Up to 10 Boarders (Section 1251.43) • Single Family Dwelling Unit Attached • Single Family Dwelling Unit Detached • Two-Family Dwelling Units • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) • Transitional and Supportive Home, 1-6 persons (Section 1251.49) 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Banquet and Meeting Hall < 100 capacity (Section 1251.08) • Cemetery (Section 1251.11) • Institutions of Higher Education • Private K-12 Schools • Religious Institutions (Section 1251.42) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48) • Transitional and Supportive Home, More than 6 Persons (Section 1251.50)
<p>Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.</p>	
(d) Accessory Uses	
<ul style="list-style-type: none"> • Accessory Buildings (Section 1260.01) • Accessory Dwelling Unit attached or detached from the primary dwelling. • Home Occupation (Section 1251.18) • Private Gardens (Section 1251.39) • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 	

(e) Dimension Regulations	
Lot Standards	R-3
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	15
Minimum Lot Width (ft.)	40
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	25
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the primary dwelling setback requirements.	
Front Yard Setback (ft.)	25
Rear Yard Setback (ft.)	25 (f)
Side Yard Setback (ft.)	5 (f)
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the primary dwelling height requirements	
Maximum Building Height	45 ft., 4 stories
Detached Accessory Dwelling Setback Requirements	
Detached Accessory Dwellings shall be located in the rear yard.	
Rear Yard Setback (ft.)	8
Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.10 MFR HIGH DENSITY MULTIPLE FAMILY DISTRICT.

(a) Purpose
It is the purpose of this district to accommodate new types of diversified residential developments of high densities, usually requiring a large tract of unplatted land. The types of residential structures include garden apartments, terrace apartments and row housing units

and those special types of housing structures similar in character and density to multiple family housing.

(b) Permitted Uses		(c) Special Land Uses	
<ul style="list-style-type: none"> • Assisted Senior Living (Section 1251.03) • Bed and Breakfast (Section 1251.09) • Child Care Centers • Community Garden (Section 1251.12) • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Essential Services • Independent Senior Living with Services (Section 1251.21) • Institutions of Higher Education • Medical or Dental Clinic <20,000 sq. ft. • Multi-Family Dwelling Units (Section 1251.33) • Outdoor Recreation/Public (Section 1251.36) • Public K-12 Schools • Single Family Dwelling Unit Attached • Single Family Dwelling Unit Detached • Two-Family Dwelling Units • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) • Transitional and Supportive Home, 1-6 Persons (Section 1251.49) 		<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Banquet and Meeting Hall (Section 1251.08) • Cemetery (Section 1251.11) • Hospital > 20,000 sq. ft. (Section 1251.19) • Private K-12 Schools • Religious Institutions (Section 1251.42) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48) • Transitional and Supportive Home, More than 6 Persons (Section 1251.50) 	
Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.			
(d) Accessory Uses			
<ul style="list-style-type: none"> • Accessory Buildings (Section 1260.01) • Accessory Dwelling Unit attached or detached from the primary dwelling • Private Gardens (Section 1251.41) • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 			
(e) Dimension Regulations			
Lot Standards		MFR	
Minimum Lot Area (sq. ft.)		See Section 1241.03(e)	
Maximum Residential Units Per Acre		20(d)(e)	

Minimum Lot Width (ft.)	120
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	30
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the primary dwelling setback requirements	
Front Yard Setback (ft.)	35
Rear Yard Setback (ft.)	20
Side Yard Setback (ft.)	20
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the primary dwelling height requirements	
Maximum Building Height	45 ft., 4 stories
Detached Accessory Dwelling Setbacks	
Detached accessory dwellings shall be located in the rear yard.	
Rear Yard Setback (ft.)	8
Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.11 B-1 CORRIDOR COMMERCIAL DISTRICT.

(a) Purpose	
It is the purpose of this district to accommodate those retail and business service activities that serve the whole community and the metropolitan region. Such activities require land and structure uses that are typically compact and densely grouped, generating a large volume of pedestrian and vehicular traffic. It is the purpose of these regulations to permit the establishment of a wide variety of business enterprises and to provide flexibility for adaptation to new merchandising techniques.	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> Arena/Theater 	<ul style="list-style-type: none"> Adaptive Reuse (Section 1251.01)

- | | |
|---|--|
| <ul style="list-style-type: none"> • Artisan/Maker Space • Assisted Senior Living (Section 1251.03) • Automobile Car Wash Establishment (Section 1251.04) • Automobile or Vehicle Dealership (Section 1251.07) • Automobile Repair (Section 1251.05) • Banquet and Meeting Hall (Section 1251.08) • Bookstore • Brewpub • Catering Businesses • Child Care Centers • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Distillery, Winery – w/ or w/o food • Drive-Thru Business (Section 1251.14) • Essential Services • Event Center • Financial Institutions • Funeral Homes, Mortuaries • Government/Public Uses (Section 1251.16) • Indoor Recreation • Institutions of Higher Education • Pawn Broker • Private Club • Private K-12 Schools • Public K-12 Schools • Kennels/Veterinarian (Section 1251.23) • Marihuana: Adult-Use Marihuana Microbusiness (Sections 1251.23, 1251.25) • Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25) • Marihuana: Medical Marihuana Provisioning Center (Section 1251.24, 1251.30) • Marihuana: Medical and Adult-Use Marihuana Safety Compliance Facility (Sections 1251.24, 1251.31) | <ul style="list-style-type: none"> • Adult Business (Section 1251.01) • Automobile Service Station (Section 1251.04) • Bar, Tavern, or Saloon • Cemetery (Section 1251.11) • Hospital > 20,000 sf. (Section 1251.19) • Nightclub • Research and Development • Transportation and Logistics • Vehicle Repair, Major (Section 1251.54) • Warehouse • Wholesale |
|---|--|

- Marihuana: Medical and Adult-Use Marihuana Secure Transporter (Sections 1251.24, 1251.32)
- Medical or Dental Clinic =< 20,000 s.f.
- Microbrewery (Section 1251.35)
- Office
- Outdoor Recreation/Private (Section 1251.36)
- Outdoor Recreation/Public (Section 1251.36)
- Outdoor Storage (Section 1251.37)
- Personal Service Establishment (Section 1251.40)
- Religious Institutions (Section 1251.42)
- Restaurant
 - Carry-Out
 - Drive-In
 - Drive Thru (Section 1251.14)
 - Full Service
 - Limited Service
- Retail Sales
- Self-Storage Facilities (Section 1251.44)
- Vehicle Repair, Minor

Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.

(d) Existing Uses

- Single Family Dwelling Unit Detached

(e) Accessory Uses

- Accessory Buildings (Section 1260.01)
- Food Truck
- Outdoor Storage (Section 1251.37)
- Private Gardens (Section 1251.41)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)
- State Licensed Child Care Group Home, 8-14 Children (Section 1251.46)
- Utility-Scale Solar Energy Facility (Section 1251.52)

(f) Prohibited Uses

- Sale, rental, or display of motor vehicles, trailers, or boats
- Manufacturing and processing establishments not selling their entire output at retail on the site

(g) Dimension Regulations	
Lot Standards	B-1
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	NA
Minimum Lot Width (ft.)	60
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the primary dwelling setback requirements	
Front Yard Setback (ft.)	20
Rear Yard Setback (ft.)	15 (h)
Side Yard Setback (ft.)	15 (g)
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the primary dwelling height requirements	
Maximum Building Height	45 ft., 3 stories
Detached Accessory Dwelling Setback Requirements	
Detached accessory dwellings shall be located in the rear yard.	
Rear Yard Setback (ft.)	8
Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.12 B-2 REGIONAL COMMERCIAL DISTRICT.

<p>(a) Purpose</p>	
<p>It is the purpose of this district to accommodate those specialized retail and business service activities herein specified that serve the whole community, as well as persons traveling on interstate highways, and typically may be grouped around a major interstate highway interchange (I-94) generating a considerable volume of vehicular traffic. It is the purpose of these regulations to permit the establishment of a limited variety of business enterprises and to provide flexibility for adaptation to new merchandising techniques as may develop, particularly where the use of motor vehicles is involved. In order to utilize the full potential effectiveness of this District, certain functions that would operate more effectively in other districts and that would interfere with the general business effectiveness of this District have been intentionally excluded.</p>	
<p>(b) Permitted Use</p>	<p>(c) Special Land Uses</p>
<ul style="list-style-type: none"> • Arena/Theater • Artisan/Maker Space • Assisted Senior Living • Automobile Car Wash Establishment (Section 1251.04) • Automobile or Vehicle Dealership (Section 1251.07) • Automobile Repair (Section 1251.05) • Automobile Service Station (section 1251.06) • Banquet and Meeting Hall (Section 1251.08) • Bar, Tavern, or Saloon • Bookstore • Brewpub • Catering Businesses • Child Care Centers • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Distillery, Winery – w/ or w/o food • Drive-Thru Business (Section 1251.14) • Essential Services • Event Center • Financial Institutions • Funeral Homes, Mortuaries, and Crematoriums • Government/Public Uses (Section 1251.16) 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Cemetery (Section 1251.11) • Parking as a Principal Use • Transportation and Logistics • Vehicle Repair, Major (Section 1251.54) • Warehouse • Wholesale

- Greenhouse/Nursery (Principal Use)
- Hospital > 20,000 sq.ft. (Section 1251.19)
- Hotel (Section 1251.20)
- Indoor Recreation
- Institutions of Higher Education
- Kennels/Veterinarian (Section 1251.23)
- Marihuana: Adult-Use Marihuana Microbusiness (Sections 1251.24, 1251.26)
- Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25)
- Marihuana: Medical Marihuana Provisioning Center (Sections 1251.24, 1251.30)
- Marihuana: Medical and Adult-Use Marihuana Safety Compliance Facility (Sections 1251.24, 1251.31)
- Marihuana: Medical and Adult-Use Marihuana Secure Transporter (Sections 1251.24, 1251.32)
- Medical or Dental Clinic =< 20,000 s.f.
- Microbrewery (Section 1251.35)
- Motel (Section 1251.34)
- Nightclub
- Office
- Outdoor Recreation/Private (Section 1251.36)
- Outdoor Recreation/Public (Section 1251.36)
- Pawn Broker
- Personal Service Establishment (Section 1251.39)
- Private Club
- Private K-12 Schools
- Public K-12 Schools
- Religious Institutions (Section 1251.42)
- Research and Development
- Restaurant
 - Carry-Out
 - Drive-In
 - Drive Thru (Section 1251.14)
 - Full Service

<ul style="list-style-type: none"> ○ Limited Service ● Retail Sales > 17,000 sq.ft. ● Self Storage Facilities (Section 1251.44) ● Vehicle Repair, Minor 	
<p>Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses</p>	
<p>(d) Existing Uses</p>	
<ul style="list-style-type: none"> ● Single Family Dwelling Unit Detached 	
<p>(e) Accessory Uses</p>	
<ul style="list-style-type: none"> ● Accessory Buildings (Section 1260.01) ● Food Truck ● Outdoor Storage (Section 1251.37) ● Private Gardens (Section 1251.41) ● State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) ● State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) ● Utility-Scale Solar Energy Facility (Section 1251.52) 	
<p>(f) Dimension Regulations</p>	
Lot Standards	B-2
Minimum Lot Area (sq.ft.)	25,000
Maximum Residential Units Per Acre	NA
Minimum Lot Width (ft.)	150
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Front Yard Setback (ft.)	35
Rear Yard Setback (ft.)	20
Side Yard Setback (ft.)	20
Maximum Building Height	50 ft., 3 stories
<p>Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for dimensional regulations for specific uses.</p>	

1240.13 T-3 NEIGHBORHOOD COMMERCIAL DISTRICT.

(a) Purpose	
It is the purpose of this district to establish and preserve areas for those commercial uses and facilities which are especially useful in close proximity to residential areas, while minimizing the undesirable impact of such uses on the neighborhoods which they serve.	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Assisted Senior Living (Section 1251.03) • Banquet and Meeting Hall < 100 Capacity (Section 1251.08) • Bed and Breakfast (Section 1251.09) • Bookstore • Catering Businesses • Child Care Centers • Community Garden (Section 1251.12) • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Essential Services • Financial Institutions • Government/Public Uses (Section 1251.14) • Indoor Recreation • Independent Senior Living with Services (Section 1251.21) • Medical or Dental Clinic < 5,000 sq. ft. • Multi-Family Dwelling Units (Section 1251.33) • Office < 17,000 sq. ft. • Outdoor Recreation/Public (Section 1251.36) • Personal-Scale Wind Energy Facility (Section 1251.39) • Personal Service Establishments (Section 1251.40) • Private Club • Public K-12 Schools • Religious Institutions (Section 1251.42) • Restaurant <ul style="list-style-type: none"> ○ Carry-Out ○ Drive-In ○ Full Service 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Artisan/Maker Space • Bar, Tavern, or Saloon • Brewpub • Cemetery (Section 1251.11) • Distillery, Winery – w/ or w/o food • Drive Thru Business (Section 1251.14) • Farmers’ Market (Section 1251.15) • Funeral Homes, Mortuaries • Hotel (Section 1251.20) • Institutions of Higher Education • Pawn Broker • Private K-12 Schools • Marihuana: Medical Marihuana Provisioning Center (Sections 1251.24, 1251.30) • Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25) • Marihuana: Adult-Use Marihuana Microbusiness (Sections 1251.24, 1251.26) • Marinas • Medical or Dental Clinic 5,000 to < 20,000 sq. ft. • Microbrewery (Section 1251.35) • Motel (Section 1251.20) • Nightclub • Office >= 17,000 sq. ft. • Retail Sales >= 17,000 sq. ft. • Restaurant <ul style="list-style-type: none"> ○ Drive-Thru (Section 1251.14)

<ul style="list-style-type: none"> ○ Limited Service ● Retail Sales < 17,000 sq. ft. ● Single Family Dwelling Unit Attached ● Single Family Dwelling Unit Detached ● Two-Family Dwelling Units ● State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) ● Transitional and Supportive Home, 1-6 Persons (Section 1251.49) ● Transitional and Supportive Home, More than 6 Persons (Section 1251.50) 	
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Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses. Refer to Section 1250.04, Form Based Development Standards for the T-3, T-4, and T-5 Districts for additional development requirements.

(d) Accessory Uses

- Accessory Buildings (Section 1260.02)
- Food Truck
- Accessory Dwelling Unit attached or detached from the primary dwelling
- Farmers Market (Sections 1251.15)
- Private Gardens (1251.41)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)
- State Licensed Child Care Group Home, 8-14 Children (Section 1251.46)

(e) Dimension Regulations

Lot Standard	T-3
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	20(d)
Minimum Lot Width (ft.)	360
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	40
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the primary dwelling setback requirements	
Front Yard Setback (ft.)	See Section 1250.04(d)(1)A
Rear Yard Setback (ft.)	20 (h)
Side Yard Setback (ft.)	10 (g)
Primary Dwelling Height Requirement	

Attached accessory dwellings shall comply with the primary dwelling height requirements	
Maximum Building Height	36 ft., 3 stories
Detached Accessory Dwelling Setback Requirements	
Detached accessory dwellings shall be located in the rear yard.	
Rear Yard Setback (ft.)	8
Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.03 wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.14 T-4 DOWNTOWN COMMERCIAL DISTRICT.

(a) Purpose	
It is the purpose of this district to encourage the development, redevelopment and use of properties in a manner compatible with the character of the downtown area and consistent with the protection and enhancement of property values.	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Artisan/Maker Space • Assisted Senior Living (Section 1251.03) • Banquet and Meeting Hall (Section 1251.08) • Bar, Tavern, or Saloon • Bookstore • Brewpub • Catering Businesses • Child Care Centers • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Distillery, Winery – w/ or w/o food • Essential Services • Event Center • Farmers Market (Section 1251.15) • Financial Institutions 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Drive-Thru Business (Section 1251.14) • Funeral Homes, Mortuaries • Hospital > 20,000 sq. ft. (Section 1251.19) • Private K-12 Schools • Parking as a Principal Use • Research and Development • Restaurant <ul style="list-style-type: none"> ○ Drive-In ○ Drive-Thru (Section 1251.14)

- Government/Public Uses (Section 1251.16)
- Hotel (Section 1251.20)
- Independent Senior Living with Services (Section 1251.21)
- Indoor Recreation
- Institutions of Higher Education
- Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25)
- Marihuana: medical Marihuana Provisioning Center (Sections 1251.24, 1251.30)
- Medical or Dental Clinic < 20,000 sq. ft.
- Microbrewery (Section 1251.35)
- Motel (Section 1251.34)
- Multi-Family Dwelling Units (Section 1251.33)
- Nightclub
- Office
- Outdoor Recreation/Public (Section 1251.36)
- Personal Service Establishments (Section 1251.40)
- Private Club
- Public K-12 Schools
- Religious Institutions (Section 1251.42)
- Retail Sales
- Restaurant
 - Carry-Out
 - Full Service
 - Limited Service
- Single Family Dwelling Unit Attached
- State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.48)
- Transitional and Supportive Home, 1-6 Persons (Section 1251.49)
- Transitional and Supportive Home, More than 6 Persons (Sections 1251.50)
- Two-Family Dwelling Units

Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses. Refer to Section 1250.04, Form Based Development Standards for the T-3, T-4, and T-5 Districts for additional development requirements.

(d) Existing Uses

- Single Family Dwelling Unit Detached

(e) Accessory Uses

- Accessory Buildings (Section 1260.02)
- Accessory Dwelling Unit attached or detached from the primary dwelling
- Farmers Market (Section 1251.15)
- Food Truck
- Private Gardens (Section 1251.40)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)
- State Licensed Child Care Group Home, 7-12 Children (Section 1251.46)

(f) Dimension Regulations

Lot Standards	T-4
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	20(d)
Minimum Lot Width (ft.)	40
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the setback requirements of the primary dwelling	
Front Yard Setback (ft.)	See Section 1250.04(d)(1)A
Rear Yard Setback (ft.)	Not Required
Side Yard Setback (ft.)	Not Required
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the height requirements of the primary dwelling height	
Maximum Building Height	Not Required
Detached Accessory Dwelling Setback Requirements	
Detached accessory dwellings shall be located in the rear yard.	
Rear Yard Setback (ft.)	8

Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.03 wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.15 T-5 CORE DOWNTOWN COMMERCIAL DISTRICT.

(a) Purpose	
<p>It is the purpose of this district to revitalize commercial areas which, through business relocation, substantial change in surrounding uses, changes in the market, or a combination thereof, require the orderly placement of business establishments to provide the maximum use of buildings to accommodate and respond to changes in vehicular and pedestrian traffic flow. To permit the full potential of this district, certain uses which would interfere with the general effectiveness of this District have been intentionally excluded, and uses permitted herein are intended to be strictly limited in their definition. Further, to promote uses that support a walkable downtown environment, mix of uses within a single building, and uses that create activity throughout the day and week.</p>	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Artisan/Maker Space • Banquet and Meeting Hall (Section 1251.08) • Bar, Tavern, or Saloon • Bookstore • Brewpub • Catering Businesses • Child Care Centers • Distillery, Winery – w/ or w/o food • Essential Services • Event Center • Financial Institutions • Government/Public Uses (Section 1251.16) • Hotel (Section 1251.20) • Independent Senior Living with Services (Section 1251.21) • Indoor Recreation • Institutions of Higher Education 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Hospital > 20,000 sq. ft. (Section 1251.19) • Parking as a Principal Use

- Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25)
- Marihuana: Medical Marihuana Provisioning Center (Sections 1251.24, 1251.30)
- Medical or Dental Clinic <= 20,000 sq. ft.
- Microbrewery (Section 1251.35)
- Motel (Section 1251.34)
- Multi-Family Dwelling Units (Section 1251.33)
- Nightclub
- Office
- Outdoor Recreation/Public (Section 1251.35)
- Personal Service Establishments (Section 1251.38)
- Private Club
- Private K-12 Schools
- Public K-12 Schools
- Religious Institutions (Section 1251.42)
- Restaurant
 - Carry-Out
 - Drive-In
 - Full Service
 - Limited Service
- Retail Sales
- Two Family Dwelling Units

Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses. Refer to Section 1250.04, Form Based Development Standards for the T-3, T-5, and T-5 Districts for additional development requirements.

(d) Existing Uses

- Single Family Dwelling Unit Attached
- Single Family Dwelling Unit Detached

(e) Accessory Uses

- Accessory Buildings (Section 1260.02)
- Accessory Dwelling Unit attached or detached from the primary dwelling
- Farmers Market (Section 1251.15)
- Food Truck
- Private Gardens (Section 1251.41)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)

- State Licensed Child Care Group Home, 8-14 Children (Section 1251.46)

(f) Dimension Regulations

Lot Standards	T-5
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	20(d)
Minimum Lot Width (ft.)	30
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the setback requirements of the primary dwelling	
Front Yard Setback (ft.)	See Section 1250.04(d)(1)A
Rear Yard Setback (ft.)	Not Required
Side Yard Setback (ft.)	Not Required
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the height requirements of the primary dwelling	
Maximum Building Height	Not Required
Detached Accessory Dwelling Setback Requirements	
Detached accessory dwellings shall be located in the rear yard	
Rear Yard Setback (ft.)	8
Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.03 wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.16 I-1 LIGHT INDUSTRIAL DISTRICT.

(a) Purpose

The I-1 Light Industrial District is intended to accommodate those industrial uses that generate noise, glare, odors, dust, vibration, air and water pollution, fire and safety hazards, the emission of any potentially harmful or obnoxious matter or radiation or any other nuisance characteristics. It is established as one in which the principal use of the land is for industrial activities wholly compatible with all other uses permitted in this District, commercial establishments not engaging in retail sales and service establishments which, if doing retail business, are of the type not generally requiring the customer to call at the place of business.

(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Artisan/Maker Space • Automobile or Vehicle Dealership (Section 1251.07) • Automobile Repair (Section 1251.05) • Automobile Service Station (Section 1251.06) • Brewpub • Child Care Center • Distillery, Winery – w/ or w/o food • Drive-Thru Business (Section 1251.14) • Essential Services • Farm Implements and Heavy Machinery Sales • Financial Institutions • Government/Public Uses (Section 1251.16) • Greenhouse/Nursery (Principal Use) • Institutions of Higher Education • Limited Service Restaurant • Manufacturing • Marihuana: Adult-Use Marihuana Microbusiness (Sections 1251.24, 1251.26) • Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25) (must be co-located with a Grower or Processor) • Marihuana: Medical and Adult-Use Marihuana Grow Operation (Sections 1251.24, 1251.28) • Marihuana: Medical and Adult-Use Marihuana Processing Facility (Sections 1251.24, 1251.29) • Marihuana: Medical Marihuana Provisioning Center (Sections 1251.24, 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Adult Business (Section 1251.02) • Automobile Car Wash Establishment (Section 1251.04) • Bar, Tavern, or Saloon • Cemetery (Section 1251.11) • Funeral Homes, Mortuaries, and Crematoriums • Hospital > 20,000 sq. ft. (Section 1251.19) • Junk or Salvage Yard (Section 1251.22) • Kennels (Section 1251.23) • Nightclub • Parking as a Principal Use • Retail Sales

<p>1251.30) (must be co-located with a Grower or Processor)</p> <ul style="list-style-type: none"> • Marihuana: Medical and Adult-Use Marihuana Safety Compliance Facility (Sections 1251.24, 1251.31) • Marihuana: Medical and Adult-Use Marihuana Secure Transporter (Sections 1251.24, 1251.32) • Microbrewery (Section 1251.34) • Outdoor Recreation/Public (Section 1251.36) • Religious Institutions (Section 1251.42) • Research and Development • Restaurant <ul style="list-style-type: none"> ○ Carry-Out ○ Drive-In ○ Drive-Thru (Section 1251.14) ○ Full Service ○ Limited Service • Transportation and Logistics • Utility-Scale Solar Energy Facility (Section 1251.52) • Vehicle Repair, Major (Section 1251.53) • Vehicle Repair, Minor • Warehouse • Wholesale 	
<p>Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.</p>	
<p>(d) Existing Uses</p>	
<ul style="list-style-type: none"> • Single Family Dwelling Unit Detached 	
<p>(e) Accessory Uses</p>	
<ul style="list-style-type: none"> • Accessory Buildings (Section 1260.01) • Office • Outdoor Storage (Section 1251.37) • Private Gardens (Section 1251.41) • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 	
<p>(f) Dimension Regulations</p>	
Lot Standard	I-1
Minimum Lot Area (sq. ft.)	2,900

Maximum Residential Units Per Acre	NA
Minimum Lot Width (ft.)	60
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Front Yard Setback (ft.)	25
Rear Yard Setback (ft.)	50 (h)
Side Yard Setback (ft.)	25 (g)
Maximum Building Height	Not Required

Footnotes: Refer to Section 1241.03 wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above. Refer to Chapter 1251 for additional dimensional regulations for specific uses.

1240.17 I-2 HEAVY INDUSTRIAL DISTRICT.

(a) Purpose	
The purpose of this district is to provide suitable locations for manufacturing, assembling and fabricating uses, including large-scale or specialized industrial operations requiring good access by road and/or railroad and public and utility services.	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Artisan/Maker Space • Automobile Repair (Section 1251.05) • Automobile Service Station (Section 1251.06) • Brewpub • Child Care Centers • Distillery, Winery – w/ or w/o food • Drive-Thru Business (Section 1251.14) • Essential Services • Farm Implements and Heavy Machinery Sales • Financial Institutions • Institutions of Higher Education • Kennels (Section 1251.23) • Manufacturing • Marihuana: Adult-Use Marihuana Microbusiness (Sections 1251.24, 1251.26) • Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25) 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Adult Business (Section 1251.01) • Automobile Car Wash Establishment (Section 1251.04) • Bar, Tavern, or Saloon • Cemetery (Section 1251.11) • Hospital > 20,000 sq. ft. (Section 1251.19) • Junk or Salvage Yard (Section 1251.22) • Nightclub • Parking as a Principal Use • Retail Sales • Utility-Scale Wind Energy Facility (Section 1251.53)

(must be co-located with a Grower or Processor)

- Marihuana: Medical and Adult-Use Marihuana Grow Operation (Sections 1251.24, 1251.28)
- Marihuana: Medical and Adult-Use Marihuana Processing Facility (Sections 1251.24, 1251.29)
- Marihuana: Medical Marihuana Provisioning Center (Sections 1251.24, 1251.30) (must be co-located with a Grower or Processor)
- Marihuana Medical and Adult-Use Marihuana Safety Compliance Facility (Section 1251.24, 1251.31)
- Marihuana: Medical and Adult Use Marihuana Secure Transporter (Section 1251.24, 1251.32)
- Microbrewery (Section 1251.35)
- Outdoor Recreation/Public (Section 1251.36)
- Religious Institutions (Section 1251.42)
- Research and Development
- Restaurant
 - Carry-Out
 - Drive-In
 - Drive-Thru (Section 1251.14)
 - Full Service
 - Limited Service
- Transportation and Logistics
- Utility-Scale Solar Energy Facility (Section 1251.52)
- Vehicle Repair, Major (Section 1251.54)
- Vehicle Repair, Minor
- Warehouse
- Wholesale

Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.

(d) Existing Uses

- Single Family Dwelling Unit Detached

(e) Accessory Uses

- Accessory Buildings (Section 1260.02)

- Carry-Out Restaurant
- Outdoor Storage (Section 1251.37)
- Office
- Private Gardens (Section 1251.40)
- State Licensed Child Care Family Home, 1-7 Children
- State Licensed Child Care Group Home, 8-14 Children

(f) Dimension Regulations

Lot Standards	I-2
Minimum Lot Area (sq. ft.)	2,900
Maximum Residential Units Per Acre	NA
Minimum Lot Width (ft.)	60
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Front Yard Setback (ft.)	25
Rear Yard Setback (ft.)	25 (h)
Side Yard Setback (ft.)	25 (g)
Maximum Building Height	Not Required

Footnotes: Refer to Chapter 1241 wherever a footnote is referenced in parentheses after one of the dimension regulations. Additionally, some uses have specific standards that overrule the dimensional regulations above. Refer to Chapter 1251 for dimensional regulations for specific uses.

1240.18 S SPARK DISTRICT.

(a) Purpose

It is the purpose of this district to encourage and facilitate redevelopment by implementing the following mixed-use policies:

1. **Mix of Land Compatible Land Uses:** Permit a range of compatible land uses, such as residential (from single-family to multi-family), public, institutional, office, retail, personal services use, and appropriate general business uses.
2. **Walkability:** Create a walkable, pedestrian-oriented development that does not conflict with motorized traffic.
3. **Building Location and Site Design:** Ensure that buildings have a strong relationship to the street by requiring development to be human-scale through appropriate building location and site design, including developing areas that include civic spaces and pedestrian amenities and requiring on-street parking along interior streets.
4. **Use of Buildings:** Allow compatible mixed uses to be located in a single building.

(b) Permitted Uses

- Adaptive Reuse (Section 1251.01)
- Arena/Theater

(c) Special Land Uses

- Cemetery (Section 1251.11)

<ul style="list-style-type: none"> • Artisan/Maker Space • Assisted Senior Living (Section 1251.03) • Banquet and Meeting Hall (Section 1251.08) • Bar, Tavern, or Saloon • Bookstore • Brewpub • Child Care Centers • Community Garden (Section 1251.10) • Distillery, Winery – w/ or w/o food • Drive-Thru Business (Section 1251.14) • Essential Services • Financial Institutions • Government/Public Uses (Section 1251.16) • Greenhouse/Nursery (Principal Use) • Hotel (Section 1251.20) • Independent Senior Living with Services (Section 1251.21) • Indoor Recreation • Institutions of Higher Education • Medical or Dental Clinic < 20,000 sq. ft. • Microbrewery (Section 1251.35) • Motel (Section 1251.34) • Multi-Family Dwelling Units (Section 1251.33) • Nightclub • Office • Outdoor Recreation/Public (Section 1251.36) • Outdoor Recreation/Private (Section 1251.36) • Personal Service Establishments (Section 1251.40) • Public K-12 Schools • Religious Institutions (Section 1251.42) • Research and Development • Restaurant <ul style="list-style-type: none"> ○ Carry-Out ○ Drive-In ○ Drive-Thru (Section 1251.14) 	<ul style="list-style-type: none"> • Convalescent Homes, Nursing Homes, or Homes for the Aged (Section 1251.13) • Private K-12 Schools • Kennels (Section 1251.23) • Marinas • Parking as a Principal Use
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<ul style="list-style-type: none"> ○ Full Service ○ Limited Service ● Retail Sales ● Single Family Dwelling Unit Attached ● Single Family Dwelling Unit Detached ● Transportation and Logistics ● Two-Family Dwelling Units ● Warehouse ● Wholesale 	
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Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.

(d) Accessory Uses

- Accessory Buildings (Section 1260.02)
- Accessory Dwelling Unit attached or detached from the primary dwelling
- Farmers Market (Section 1251.15)
- Personal-Scale Wind Energy Facility (Section 1251.39)
- Private Gardens (Section 1251.41)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)
- State Licensed Child Care Group Home, 8-14 Children (Section 1251.45)

(e) Dimension Regulations

Lot Standards	S
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	20
Minimum Lot Width (ft.)	60
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the setback requirements of the primary dwelling	
Front Yard Setback (ft.)	Not Required
Rear Yard Setback (ft.)	Not Required
Side Yard Setback (ft.)	Not Required
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the height requirements of the primary dwelling	

Maximum Building Height	Not Required
Detached Accessory Dwelling Setback Requirements	
Detached accessory dwellings shall be located in the rear yard.	
Rear Yard Setback (ft.)	8
Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.04 wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule these dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses. All development in the S Spark District is eligible for administrative approval subject to the discretion of the Zoning Administrator.	

1240.19 OFFICIAL ZONING MAP AND INTERPRETATION.

The boundaries of the districts are shown upon the map, which is made a part of this Zoning Code, which map is designated as the “Official Zoning Map.” Such map and all the notations, references and other information shown thereon are a part of this Zoning Code and have the same force and effect as if they were fully set forth or described herein.

Where, due to the scale, illegibility or detail of the map, there is uncertainty, contradiction or conflict as to the location of a district boundary, the interpretation of the exact location of such boundary shall be determined by the Zoning Board of Appeals.

1240.20 DISTRICT BOUNDARY UNCERTAINTIES.

Where uncertainty exists or arises with respect to the boundaries of the various districts as shown on the zoning district map accompanying and made a part of this zoning ordinance in its original form, the following rules apply:

(a) The district boundaries are either streets, alleys, rights of way or watercourses, unless otherwise shown. Where such districts are bounded approximately by streets, alleys, rights of way or watercourses, the same shall be construed to be the boundaries of the districts unless such boundaries are fixed by dimensions as shown on the map.

(b) Where the district boundaries are not otherwise indicated, and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the lot lines. Where such districts are bounded approximately by lot lines, the lot lines shall be construed to be the boundaries of the districts, unless the boundaries are fixed by dimensions as shown on the map.

(c) In any determined by the use of the scale appearing on the map, unless the same are indicated by dimensions as shown on the map.

1240.21 ZONING DISTRICTS.

(a) Conformity with District Regulations Required. Except as hereinafter provided:

(1) No building or structure shall be erected, converted, enlarged, reconstructed, moved or structurally altered, nor shall any building or land be used, except for a purpose permitted in the district in which the building or land is located.

(2) No building shall be erected, converted, enlarged, reconstructed or structurally altered to exceed the height limit established for the district in which the building is located.

(3) No building shall be erected, converted, enlarged, reconstructed or structurally altered except in conformity with the yard and lot area regulations of the district in which the building is located.

(4) No building shall be erected or structurally altered to the extent specifically provided hereinafter except in conformity with the off-street parking and loading regulations of the district in which such building is located, except for as otherwise allowed in Chapter 1270.

(5) No building or structure shall be enlarged or altered and no use of a premises shall be changed in any way which increases its nonconformity, except for as otherwise allowed in Chapter 1270.

(6) The minimum yards, parking spaces and other open spaces, including the lot area per family, required by this Zoning Code for each and every building existing at the time of passage of this Zoning Code (November 24, 2020) or for any building hereafter erected, shall not be encroached upon or considered as yard or open space requirements for any other building, nor shall any lot area be reduced beyond the district requirements of this Zoning Code.

(7) Every building hereinafter erected or structurally altered shall be on a lot, provided that a lot may be subdivided or a series of lots may be increased in number and decreased in size, so long as each new lot is not less than 100 feet in depth and in conformity with the width requirements of Chapter 1240. In no case shall there be more than one main building on one lot unless otherwise provided in this Zoning Code.

(b) Essential Services. Essential services shall be permitted as authorized and regulated by law and ordinances of the City. It is the intention of this Zoning Code to exempt such essential services from the application of this Zoning Code.

(c) Land Under Water; Streets. All areas within the City which are under water or a public right-of-way and not shown as included within any district shall be subject to all of the regulations of the district which immediately adjoins the water or right-of-way area. If the water or right-of-way area adjoins two or more districts, the boundaries of each district shall be construed to extend into the water or right-of-way area in a straight line until they meet the other district.

(d) Annexed Land.

(1) Whenever any areas are annexed to the City, one of the following conditions shall prevail:

A. All lots, tracts or land which may hereafter be annexed to the City shall be classified as being in whichever district as most clearly conforms to the zoning that existed in the annexed area. Such classifications shall be recommended by the Planning Commission to the City Commission and the City Commission shall approve the same by resolution.

B. If any lot, tract or land is not subject to zoning at the time of annexation, it shall be classified as R-1A Single-Family whenever the land is vacant and otherwise shall be classified into whatever district of this Zoning Code most closely conforms to the existing use of the annexed area. Such classification shall be approved in the same manner as described for property that is zoned when annexed.

(2) In all cases, there shall be a public hearing, within a reasonable time after annexation, on the question of a permanent zoning classification. The hearing before the Planning Commission and the subsequent action by the City Commission shall follow the procedure to establish amendments in accordance with Section 1281.01(c).

(e) Vacation of Streets. Whenever any street, alley or other public way is vacated by official action of the City Commission or by the courts, the zoning district adjoining each side of such street, alley or other public way shall be automatically extended to the center of such vacation and all area included in the vacation shall then and henceforth be subject to all appropriate regulations of the extended district.

(f) Uses Not Specifically Mentioned. The City Zoning Administrator or their designee shall have the power to classify a use, which is not specifically mentioned in this Zoning Code, along with a comparable permitted or prohibited use for the purpose of the use regulations in any district. The City Planning and Zoning Administrator or their designee may refer these appeals to the Zoning Board of Appeals.

Chapter 1240
Zoning Districts and Maps

1240.01 DISTRICTS ESTABLISHED.

In order to classify, regulate and restrict the location of trades, industries, and buildings designed for specified uses, to regulate and limit the height and bulk of buildings hereafter erected or structurally altered, to regulate and limit the intensity of the use of lot areas, and to regulate and determine the areas of yards, courtyards and other open spaces within and surrounding such buildings, the City is hereby divided into districts, as follows:

- G Green District
- AG Agricultural District
- R-1R Single Family Residential District
- R-1A Single-Family Residential District
- R-1B Single-Family Residential District
- R-2 Two Family Residential District
- R-3 Multiple Family Residential District
- MFR High Density Multiple Family Residential District
- B-1 Corridor Commercial District
- B-2 Regional Commercial District
- T-3 Neighborhood Commercial District
- T-4 Downtown Commercial
- T-5 Core Downtown Commercial District
- I-1 Light Industrial District
- I-2 Heavy Industrial District
- S Spark District

1240.02 TABLE OF PERMITTED USES.

The following table lists the permitted uses and special land uses in each zoning district. When a use is classified by square footage, the square footage listed refers to the gross square footage of a building and not the square footage of an individual tenant unit. A use classified by capacity, refers to the capacity established by the City Fire Inspector. Whenever a specific development standard is included for a particular use in the table below, any development must comply with the requirement of the referenced section in addition to all of the other applicable requirements of this Code. All development standards for specific uses are listed in Section 1251 and in other areas of this Code. Additionally, any use that is a special land use must also comply with the standards of Section 1281.05.

<i>Uses</i>	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>A</i> Accessory Use																	
<i>A^s</i> Accessory Use Requiring SLU Approval																	
<i>E</i> Existing Use																	
<i>P</i> Permitted Use																	
<i>S</i> Special Use																	

Residential Uses

<i>Accessory Dwelling Unit</i>				<i>A^s</i>	<i>A^s</i>	<i>A^s</i>	<i>A</i>	<i>A</i>			<i>A</i>	<i>A</i>	<i>A</i>			<i>A</i>	
<i>Bed and Breakfast</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>			<i>P</i>						1251.09
<i>Home Occupation</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>										1251.18
<i>Multi-Family Dwelling Units</i>							<i>P</i>	<i>P</i>			<i>P</i>	<i>P</i>	<i>P</i>			<i>P</i>	1251.33
<i>Personal-Scale Wind Energy Facility</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>					<i>A</i>					<i>A</i>	1251.39
<i>Rooming and Boarding Houses</i>						<i>P</i>	<i>P</i>										1251.43
<i>Single Family Dwelling Unit Attached</i>							<i>P</i>	<i>P</i>			<i>P</i>	<i>P</i>	<i>E</i>			<i>P</i>	

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Single Family Dwelling Unit Detached</i>	P	P	P	P	P	P	P	P	E	E	P	E	E	E	E	P	
<i>State Licensed Child Care Family Home, 1-7 Children</i>	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	1251.45
<i>State Licensed Child Care Group Home, 8-14 Children</i>	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	1251.46
<i>State Licensed Child Care Center</i>	P							P	P	P	P	P	P	P	P	P	
<i>State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons</i>	P	P	P	P	P	P	P	P			P	P					1251.47
<i>State Licensed Residential Facility Adult Foster Care Small Group Home, 7-12 Persons</i>	S	S	S	S	S	S	S	S									1251.48
<i>State Licensed Residential Facility Adult Foster Care Large Group Home 13-20 Persons</i>	S	S	S	S	S	S	S	S									
<i>Transitional and Supportive Home, 1-6 Persons</i>			P	P	P	P	P	P			P	P					1251.49
<i>Transitional and Supportive Home, More than 6 Persons</i>			S	S	S	S	S	S			P	P					1251.50

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Community Residential Facility and Group Homes</i>						S	S	S									1251.48
<i>Two-Family Dwelling Units</i>						P	P	P			P	P	P			P	
<i>Commercial Uses</i>																	
<i>Adult Business</i>									S					S	S		1251.02
<i>Agri-Tourism</i>		S															
<i>Arena/Theater</i>									P	P						P	
<i>Artisan/Maker Space</i>									P	P	S	P	P	P	P	P	
<i>Assisted Senior Living</i>							P	P	P	P	P	P				P	1251.03
<i>Automobile Car Wash Establishment</i>									P	P				S	S		1251.04
<i>Automobile Repair</i>									P	P				P	P		1251.05
<i>Automobile Service Station</i>									S	P				P	P		1251.06
<i>Automobile or Vehicle Dealership</i>									P	P				P			1251.07
<i>Banquet and Meeting Hall < 100 cap.</i>	S						S	S	P	P	P	P	P			P	1251.08

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Banquet and Meeting Hall > 100 cap.</i>	S						S	S	P	P		P	P			P	1251.08
<i>Bar, Tavern, or Saloon</i>									S	P	S	P	P	S	S	P	
<i>Bookstore</i>									P	P	P	P	P			P	
<i>Brewpub</i>									P	P	S	P	P	P	P	P	
<i>Catering Business</i>									P	P	P	P	P				
<i>Convalescent Home, Nursing Home, or Home for the Aged</i>							P	P	P	P	P	P	S			S	1251.13
<i>Distillery, Winery – w/ or w/o Food</i>	P	P	S						P	P	S	P	P	P	P	P	
<i>Event Center</i>									P	P		P	P				
<i>Farm Equip. and Heavy Machinery Sales</i>														P	P		
<i>Financial Institutions</i>									P	P	P	P	P	P	P	P	
<i>Funeral Homes, Mortuaries, and Crematoriums (No Crematoriums B-1, T-3,4)</i>									P*	P	S*	S*		S			
<i>Hospital > 20,000 s.f.</i>								S	S	S		S	S	S	S		1251.19

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Hotel</i>										P	S	P	P			P	1251.20
<i>Independent Senior Living with Services</i>							P	P	P		P	P	P			P	1251.21
<i>Indoor Recreation</i>	P								P	P	P	P	P			P	
<i>Kennels/Veterinarian</i>	S	S	S						P	P				S	P	S	1251.23
<i>Marihuana: Adult-Use Marihuana Microbusiness</i>									P	P	S			P	P		1251.24 1251.26 1251.27
<i>Marihuana: Adult-Use Marihuana Retailers</i>									P	P	S	P	P	P	P		1251.24 1251.25 1251.27
<i>Marihuana: Medical Marihuana Provisioning Center</i>									P	P	S	P	P	P	P		1251.24 1251.30 1251.27
<i>Medical or Dental Clinic < 5,000 s.f.</i>									P	P	P	P	P				
<i>Medical or Dental Clinic <20,000 s.f.</i>								P	P	P	S	P	P			P	
<i>Motel</i>										P	S	P	P			P	1251.34
<i>Microbrewery</i>									P	P	S	P	P	P	P	P	1251.35

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Nightclub</i>									S	P	S	P	P	S	S	P	
<i>Office < 5,000 s.f.</i>									P	P	P	P	P	A	A	P	
<i>Office 5,000 – 17,000 s.f.</i>									P	P	P	P	P	A	A	P	
<i>Office > 17,000 s.f.</i>									P	P	S	P	P	A	A	P	
<i>Outdoor Recreation/Private</i>	P	P							P	P							1251.36
<i>Outdoor Recreation/Public</i>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	1251.36
<i>Outdoor Storage</i>									A	A				A	A		1251.37
<i>Pawn Broker</i>									P	P	S						
<i>Personal Service Establishment</i>									P	P	P	P	P			P	1251.40
<i>Private Club</i>									P	P	P	P	P				
<i>Restaurant</i>																	
<i>Carry-Out Restaurant</i>									P	P	P	P	P	P	P	P	
<i>Drive-In Restaurant</i>									P	P	P	S		P	P	P	

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
Drive-Thru Restaurant									P	P	S	S		P	P		1251.14
Full-Service Restaurant									P	P	P	P	P	P	P	P	
Limited Service Restaurant									P	P	P	P	P	P	P	P	
Retail Sales < 5,000 s.f.									P	P	P	P	P	S	S	P	
Retail Sales 5,000 – 17,000 s.f.									P	P	P	P	P	S	S	P	
Retail Sales > 17,000 s.f.									P	P	S	P	P	S	S	P	
Tree Farm	P	P															
Vehicle Repair, Major									S	S				P	P		1251.54
Vehicle Repair, Minor									P	P				P	P		
<i>Industrial Uses</i>																	
Junk and Salvage Yard														S	S		1251.22
Manufacturing														P	P		
Marihuana: Medical and Adult Use														P	P		1251.24 1251.27

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Marihuana Grow Operation</i>																	1251.28
<i>Marihuana: Medical and Adult Use</i>																	1251.24
<i>Marihuana Processing Facility</i>														P	P		1251.27 1251.29
<i>Marihuana: Medical and Adult Use</i>									P	P							1251.24
<i>Marihuana Safety Compliance Facility</i>														P	P		1251.27 1251.31
<i>Marihuana: Medical and Adult Use</i>									P	P							1251.24
<i>Marihuana Secure Transporter</i>														P	P		1251.27 1251.32
<i>Research and Development</i>									S	P		S		P	P	P	
<i>Self-Storage Facilities</i>									P	P							1251.44
<i>Transportation and Logistics</i>									S	S				P	P	P	
<i>Utility-Scale Solar Energy Facility</i>		S	S						A	A				P	P		1251.52
<i>Utility-Scale Wind Energy Facility</i>		S	S												S		1251.53
<i>Warehouse</i>									S	S				P	P	P	
<i>Wholesale</i>									S	S				P	P	P	

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Other Uses</i>																	
<i>Accessory Buildings</i>	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	1260.01
<i>Adaptive Reuse</i>	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	1251.01
<i>Campground</i>	S	S	S	S	S	S											1251.09
<i>Cemetery</i>		S	S	S	S	S	S	S	S	S	S			S	S	S	1251.10
<i>Community Garden</i>	P	P	P	P	P	P	P	P			P					P	1251.11
<i>Essential Services</i>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	1240.21(b)
<i>Farmer's Market</i>	A/S	A/S									A/S	A	A			A	1251.15
<i>Food Truck</i>									A	A	A	A	A	A	A	A	
<i>General and Specialized farms, including crops and the raising and keeping for profit of cattle, hogs, horses, ponies, sheep and similar livestock</i>		P															1251.17
<i>Government/Public Uses</i>									P	P	P	P	P	P		P	1251.16

Uses	G	AG	R1-R	R1-A	R1-B	R-2	R-3	MFR	B-1	B-2	T-3	T-4	T-5	I-1	I-2	S	Use Standard
<i>Greenhouse/Nursery (Principal Use)</i>	P	P	P							P				P		P	
<i>Institutions of Higher Education</i>	S	S	S	S	S	S	S	P	P	P	S	P	P	P	P	P	
<i>Marinas</i>	S										S					S	
<i>Parking as a Principal Use</i>										S		S	S	S	S	S	
<i>Private K-12 Schools</i>			S	S	S	S	S	S	P	P	S	S	P			S	
<i>Private Garden</i>	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	1251.41
<i>Public K-12 Schools</i>			P	P	P	P	P	P	P	P	P	P	P			P	
<i>Public and private conservation areas and structures for the conservation of open space, water, soil, forest, and wildlife resources</i>	P	P															
<i>Religious Institutions</i>	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	1251.42
<i>Telecommunications</i>	Refer to Section 1251.49 to see where telecommunication towers are permitted.																1251.49
<i>Mobile Home Park Overlay District</i>	Refer to Section 1250.05 for Mobile Home Park requirements.																1250.05

1240.03 G GREEN DISTRICT.

<p>(a) Purpose</p> <p>It is the purposes of this district to:</p> <ol style="list-style-type: none"> 1. Preserve and protect natural and man-made water areas, flood plains, marshes, and wetlands from development other than open spaces or recreational uses 2. Preserve and protect agricultural districts and/or wildlife habitats 3. Limit residential and commercial development and encourage design that preserves natural environments 4. Retain natural drainage patterns 5. Preserve and protect the values of distinctive geologic, topographic, botanic, historic, or scenic areas 	
<p>(b) Permitted Uses</p> <ul style="list-style-type: none"> • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Child Care Centers • Distillery, Winery – w/ or w/o food • Essential Services • Greenhouse/Nursery (Principal Use) • Indoor Recreation • Outdoor Recreation/Private (Section 1251.36) • Outdoor Recreation/Public (Section 1251.36) • Public and private conservation areas and structures for the conservation of open space, water, soil, forest, and wildlife resources • Single Family Dwelling Unit Detached • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) • Tree Farm 	<p>(c) Special Land Uses</p> <ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • . • Banquet and Meeting Hall (Section 1251.08) • Campground (Section 1251.10) • Farmers Market (Section 1251.15) • Institutions of Higher Education • Kennels (Section 1251.23) • Marinas • Religious Institutions (Section 1251.42) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48)
<p>Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.</p>	
<p>(d) Accessory Uses</p> <ul style="list-style-type: none"> • Accessory Buildings (Section 1260.01) • Farmers Market (Section 1251.15) • Home Occupation (Section 1251.18) • Personal-Scale Wind Energy Facility (Section 1251.39) • Private Gardens (Section 1251.41) 	

<ul style="list-style-type: none"> • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 	
(e) Dimension Regulations	
Lot Standards	G
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	1
Minimum Lot Width (ft.)	150
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setbacks Requirements	
Front Yard Setback (ft.)	35
Rear Yard Setback (ft.)	35
Side Yard Setback (ft.)	15
Primary Dwelling Height Requirement	
Maximum Building Height	35 ft., 2.5 stories
<p>Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.</p>	

1240.04 AG AGRICULTURAL DISTRICT.

(a) Purpose	
<p>It is the purposes of this district to provide rural areas used predominantly for general farming operations. Although urban development is occurring at a substantial rate in the City, agriculture remains an important economic activity, and in the proper interest of the welfare of present and future residents, it is considered necessary to conserve an effective environment for stable, productive agricultural operations.</p> <p>The regulations of this chapter, therefore, are designed to:</p> <ol style="list-style-type: none"> 1. Protect and stabilize the essential characteristics of these areas 2. Minimize conflicting land uses detrimental to farm enterprises 3. Exclude development which requires highway, drainage, and other public utilities and facilities in excess of those required by agricultural uses 	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Distillery, Winery – w/ or w/o food 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Agri-Tourism • Campground (Section 1251.10)

<ul style="list-style-type: none"> • Essential Services • General and specialized farms, including crops and the raising and keeping of livestock (Section 1251.17) • Greenhouse/Nursery (Principal Use) • Outdoor Recreation/Private (Section 1251.36) • Outdoor Recreation/Public (Section 1251.36) • Public and private conservation areas and structures for the conservation of open space, water, soil, forest, and wildlife resources • Single Family Dwelling Unit Detached • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) • Tree Farm 	<ul style="list-style-type: none"> • Cemetery (Section 1251.11) • Farmers Market (Section 1251) • Institutions of Higher Education • Kennels/Veterinarian (Section 1251.23) • Religious Institutions (Section 1251.42) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48) • Utility-Scale Solar Energy Facility (Section 1251.52) • Utility-Scale Wind Energy Facility (Section 1251.53)
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Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.

(d) Accessory Uses

- Accessory Buildings (Section 1260.01)
- Farmers Market (Section 1251.15)
- Home Occupation (Section 1251.18)
- Personal-Scale Wind Energy Facility (Section 1251.39)
- Private Gardens (Section 1251.39)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)
- State Licensed Child Care Group Home, 8-14 Children (Section 1251.46)

(e) Dimension Regulations

Lot Standards	AG
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	.33
Minimum Lot Width (ft.)	150
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setback Requirements	
Front Yard Setback (ft.)	(c)
Rear Yard Setback (ft.)	(c)
Side Yard Setback (ft.)	(c)

Primary Dwelling Height Requirement	
Maximum Building Height	35 ft., 2.5 stories
<p>Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.</p>	

1240.05 R-1R SINGLE-FAMILY RESIDENTIAL DISTRICT.

(a) Purpose	
<p>It is the purpose of this district to establish residential properties of a semi-rural character that includes areas of the City presently without water and sewerage services and likely to remain without such services, in whole or in part, indefinitely. The R-1R Single-Family Rural Residential District includes existing low-density one-family properties, as well as areas within which such developments appear both likely and desirable.</p>	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Essential Services • Greenhouse/Nursery (Principal Use) • Outdoor Recreation/Public (Section 1251.35) • Public K-12 Schools • Single Family Dwelling Unit Detached • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • Transitional and Supportive Home, 1-6 Persons (Section 1251.49) 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • . • Campground (Section 1251.10) • Cemetery (Section 1251.11) • Distillery, Winery – w/ and w/o food • Institutions of Higher Education • Private K-12 Schools • Kennels/Veterinarian (Section 1251.23) • Religious Institution (Section 1251.42) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48) • Transitional and Supportive Home, More than 6 Persons • Utility-Scale Solar Energy Facility (Section 1251.52) • Utility-Scale Wind Energy Facility (Section 1251.53)
<p>Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.</p>	
(d) Accessory Uses	
<ul style="list-style-type: none"> • Accessory Buildings (Section 1260.01) • Home Occupation (Section 1251.18) • Personal-Scale Wind Energy Facility (Section 1251.39) 	

<ul style="list-style-type: none"> • Private Gardens (Section 1251.41) • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 	
(e) Dimension Regulations	
Lot Standards	R-1R
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	1.45
Minimum Lot Width (ft.)	120
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setback Requirements	
Front Yard Setback (ft.)	35
Rear Yard Setback (ft.)	35
Side Yard Setback (ft.)	15
Primary Dwelling Height	
Maximum Building Height	35 ft., 2.5 stories
<p>Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.</p>	

1240.06 R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT.

(a) Purpose	
<p>It is the purpose of this district to establish areas of primarily single-family detached residential properties of a semi-suburban to suburban, low-density character, usually served by City water and sewer.</p>	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Essential Services • Outdoor Recreation/Public (Section 1251.36) • Public K-12 Schools • Single Family Dwelling Unit Detached 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Campground (Section 1251.10) • Cemetery (Section 1251.11) • Institutions of Higher Education • Private K-12 Schools • Personal-Scale Wind Energy Facility (Section 1251.39) • Religious Institutions (Section 1251.42)

<ul style="list-style-type: none"> • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.49) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • Transitional and Supportive Home, 1-6 Persons (Section 1251.47) 	<ul style="list-style-type: none"> • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48) • Transitional and Supportive Home, More than 6 Persons (Section 1251.50)
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Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.

(d) Accessory Uses

- Accessory Buildings (Section 1260.01)
- Accessory Dwelling Unit attached to the primary dwelling, with SLU approval
- Home Occupation (Section 1251.18)
- Private Gardens (Section 1251.41)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)
- State Licensed Child Care Group Home, 8-14 Children (Section 1251.46)

(e) Dimension Regulations

Lot Standards	R-1A
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	5.80
Minimum Lot Width (ft.)	60
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	30
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the primary dwelling setback requirements.	
Front Yard Setback (ft.)	30
Rear Yard Setback (ft.)	35
Side Yard Setback (ft.)	8
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the primary dwelling height requirements	
Maximum Building Height	35 ft., 2.5 stories

Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations

above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.

1240.07 R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT.

(a) Purpose	
It is the purpose of this district to establish primarily single-family detached residential properties of a suburban, medium-density character. This district includes those areas, which are serviced by City water and sewer.	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Essential Services • Outdoor Recreation/Public (Section 1251.36) • Public K-12 Schools • Single Family Dwelling Unit Detached • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) • Transitional and Supportive Home, 1-6 Persons (Section 1251.49) 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Campground (Section 1251.10) • Cemetery (Section 1251.11) • Institutions of Higher Education • Private K-12 Schools • Personal-Scale Wind Energy Facility (Section 1251.39) • Religious Institutions (Section 1251.42) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48) • Transitional and Supportive Home, More than 6 Persons (section 1251.50)
Refer to Section 1230.06 for definitions for uses and refer to Chapter 1251 for development standards for specific uses.	
(d) Accessory Uses	
<ul style="list-style-type: none"> • Accessory Buildings (Section 1260.01) • Accessory Dwelling Unit attached to the primary dwelling, with SLU approval • Home Occupation (Section 1251.18) • Private Gardens (Section 1251.41) • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 	
(e) Dimension Regulations	
Lot Standards	R-1B
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	8.7
Minimum Lot Width (ft.)	50

Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	30
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the primary dwelling setback requirements.	
Front Yard Setback (ft.)	25
Rear Yard Setback (ft.)	30
Side Yard Setback (ft.)	6
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the primary dwelling height requirements	
Maximum Building Height	35 ft., 2.5 stories
Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.08 R-2 TWO FAMILY RESIDENTIAL DISTRICT.

(a) Purpose	
It is the purpose of this district to establish a mix of single- and two-family residential properties of an urban, medium-density character. Limited commercial uses, which tend to complement residential areas should be expected. This district includes street and utility elements expected in an urban setting. Further, this district provides a buffer between single-family and multifamily neighborhoods.	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Essential Services • Outdoor Recreation/Public (Section 1251.36) • Public K-12 Schools • Rooming and Boarding Houses, not to Exceed 4 Boarders (Section 1251.43) • Single Family Dwelling Unit Detached • Two-Family Dwelling Units • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Campground (Section 1251.10) • Cemetery (Section 1251.11) • Institutions of Higher Education • Religious Institutions (Section 1251.42) • Private K-12 Schools • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-20 Persons (Section 1251.48) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48)

<ul style="list-style-type: none"> • Transitional and Supportive Home, 1-6 Persons (Section 1251.49) 	<ul style="list-style-type: none"> • Transitional and Supportive Home, More than 6 Persons (Section 1251.50)
<p>Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.</p>	
<p>(d) Accessory Uses</p>	
<ul style="list-style-type: none"> • Accessory Building (Section 1260.01) • Accessory Dwelling Unit attached to the primary dwelling unit, with SLU approval • Home Occupation (Section 1251.18) • Personal-Scale Wind Energy Facility, with SLU approval (Section 1251.39) • Private Gardens (Section 1251.41) • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 	
<p>(e) Dimension Regulations</p>	
Lot Standards	R-2
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	8.70
Minimum Lot Width (ft.)	60
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	25
<p>Primary Dwelling Setback Requirements</p>	
<p>Attached accessory dwellings shall comply with the primary dwelling setback requirements.</p>	
Front Yard Setback (ft.)	25
Rear Yard Setback (ft.)	25
Side Yard Setback (ft.)	5
<p>Primary Dwelling Height Requirement</p>	
<p>Attached accessory dwellings shall comply with the primary dwelling height requirements</p>	
Maximum Building Height	35 ft., 2.5 stories
<p>Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.</p>	

1240.09 R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT.

(a) Purpose	
<p>It is the purpose of this district to establish high-density multi-family developments located in suburban and urban areas, and commercial development with relatively low intensities that often complement residential neighborhoods. Further, this district supports housing styles of mid- and high-level buildings consisting of garden apartments, and townhome condominiums. The high density of this district is intended to support nearby commercial districts, and provide a transition between commercial and mid-density districts.</p>	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Assisted Senior Living (Section 1251.03) • Bed and Breakfast (Section 1251.09) • Community Garden (Section 1251.12) • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Essential Services • Independent Senior Living with Services (Section 1251.21) • Multi-Family Dwelling Units (Section 1251.33) • Outdoor Recreation/Public (section 1251.36) • Public K-12 Schools • Rooming and Boarding Houses, Up to 10 Boarders (Section 1251.43) • Single Family Dwelling Unit Attached • Single Family Dwelling Unit Detached • Two-Family Dwelling Units • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) • Transitional and Supportive Home, 1-6 persons (Section 1251.49) 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Banquet and Meeting Hall < 100 capacity (Section 1251.08) • Cemetery (Section 1251.11) • Institutions of Higher Education • Private K-12 Schools • Religious Institutions (Section 1251.42) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48) • Transitional and Supportive Home, More than 6 Persons (Section 1251.50)
<p>Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.</p>	
(d) Accessory Uses	
<ul style="list-style-type: none"> • Accessory Buildings (Section 1260.01) • Accessory Dwelling Unit attached or detached from the primary dwelling. • Home Occupation (Section 1251.18) • Private Gardens (Section 1251.39) • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 	

(e) Dimension Regulations	
Lot Standards	R-3
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	15
Minimum Lot Width (ft.)	40
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	25
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the primary dwelling setback requirements.	
Front Yard Setback (ft.)	25
Rear Yard Setback (ft.)	25 (f)
Side Yard Setback (ft.)	5 (f)
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the primary dwelling height requirements	
Maximum Building Height	45 ft., 4 stories
Detached Accessory Dwelling Setback Requirements	
Detached Accessory Dwellings shall be located in the rear yard.	
Rear Yard Setback (ft.)	8
Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.10 MFR HIGH DENSITY MULTIPLE FAMILY DISTRICT.

(a) Purpose
It is the purpose of this district to accommodate new types of diversified residential developments of high densities, usually requiring a large tract of unplatted land. The types of residential structures include garden apartments, terrace apartments and row housing units

and those special types of housing structures similar in character and density to multiple family housing.

(b) Permitted Uses		(c) Special Land Uses	
<ul style="list-style-type: none"> • Assisted Senior Living (Section 1251.03) • Bed and Breakfast (Section 1251.09) • Child Care Centers • Community Garden (Section 1251.12) • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Essential Services • Independent Senior Living with Services (Section 1251.21) • Institutions of Higher Education • Medical or Dental Clinic <20,000 sq. ft. • Multi-Family Dwelling Units (Section 1251.33) • Outdoor Recreation/Public (Section 1251.36) • Public K-12 Schools • Single Family Dwelling Unit Attached • Single Family Dwelling Unit Detached • Two-Family Dwelling Units • State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) • Transitional and Supportive Home, 1-6 Persons (Section 1251.49) 		<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Banquet and Meeting Hall (Section 1251.08) • Cemetery (Section 1251.11) • Hospital > 20,000 sq.ft. (Section 1251.19) • Private K-12 Schools • Religious Institutions (Section 1251.42) • State Licensed Residential Facility, Adult Foster Care Small Group Home, 7-12 Persons (Section 1251.48) • State Licensed Residential Facility, Adult Foster Care Large Group Home, 13-20 Persons (Section 1251.48) • Transitional and Supportive Home, More than 6 Persons (Section 1251.50) 	
Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.			
(d) Accessory Uses			
<ul style="list-style-type: none"> • Accessory Buildings (Section 1260.01) • Accessory Dwelling Unit attached or detached from the primary dwelling • Private Gardens (Section 1251.41) • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 			
(e) Dimension Regulations			
Lot Standards		MFR	
Minimum Lot Area (sq. ft.)		See Section 1241.03(e)	
Maximum Residential Units Per Acre		20(d)(e)	

Minimum Lot Width (ft.)	120
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	30
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the primary dwelling setback requirements	
Front Yard Setback (ft.)	35
Rear Yard Setback (ft.)	20
Side Yard Setback (ft.)	20
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the primary dwelling height requirements	
Maximum Building Height	45 ft., 4 stories
Detached Accessory Dwelling Setbacks	
Detached accessory dwellings shall be located in the rear yard.	
Rear Yard Setback (ft.)	8
Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.11 B-1 CORRIDOR COMMERCIAL DISTRICT.

(a) Purpose	
It is the purpose of this district to accommodate those retail and business service activities that serve the whole community and the metropolitan region. Such activities require land and structure uses that are typically compact and densely grouped, generating a large volume of pedestrian and vehicular traffic. It is the purpose of these regulations to permit the establishment of a wide variety of business enterprises and to provide flexibility for adaptation to new merchandising techniques.	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> Arena/Theater 	<ul style="list-style-type: none"> Adaptive Reuse (Section 1251.01)

- | | |
|---|--|
| <ul style="list-style-type: none"> • Artisan/Maker Space • Assisted Senior Living (Section 1251.03) • Automobile Car Wash Establishment (Section 1251.04) • Automobile or Vehicle Dealership (Section 1251.07) • Automobile Repair (Section 1251.05) • Banquet and Meeting Hall (Section 1251.08) • Bookstore • Brewpub • Catering Businesses • Child Care Centers • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Distillery, Winery – w/ or w/o food • Drive-Thru Business (Section 1251.14) • Essential Services • Event Center • Financial Institutions • Funeral Homes, Mortuaries • Government/Public Uses (Section 1251.16) • Indoor Recreation • Institutions of Higher Education • Pawn Broker • Private Club • Private K-12 Schools • Public K-12 Schools • Kennels/Veterinarian (Section 1251.23) • Marihuana: Adult-Use Marihuana Microbusiness (Sections 1251.23, 1251.25) • Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25) • Marihuana: Medical Marihuana Provisioning Center (Section 1251.24, 1251.30) • Marihuana: Medical and Adult-Use Marihuana Safety Compliance Facility (Sections 1251.24, 1251.31) | <ul style="list-style-type: none"> • Adult Business (Section 1251.01) • Automobile Service Station (Section 1251.04) • Bar, Tavern, or Saloon • Cemetery (Section 1251.11) • Hospital > 20,000 sf. (Section 1251.19) • Nightclub • Research and Development • Transportation and Logistics • Vehicle Repair, Major (Section 1251.54) • Warehouse • Wholesale |
|---|--|

- Marihuana: Medical and Adult-Use Marihuana Secure Transporter (Sections 1251.24, 1251.32)
- Medical or Dental Clinic =< 20,000 s.f.
- Microbrewery (Section 1251.35)
- Office
- Outdoor Recreation/Private (Section 1251.36)
- Outdoor Recreation/Public (Section 1251.36)
- Outdoor Storage (Section 1251.37)
- Personal Service Establishment (Section 1251.40)
- Religious Institutions (Section 1251.42)
- Restaurant
 - Carry-Out
 - Drive-In
 - Drive Thru (Section 1251.14)
 - Full Service
 - Limited Service
- Retail Sales
- Self-Storage Facilities (Section 1251.44)
- Vehicle Repair, Minor

Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.

(d) Existing Uses

- Single Family Dwelling Unit Detached

(e) Accessory Uses

- Accessory Buildings (Section 1260.01)
- Food Truck
- Outdoor Storage (Section 1251.37)
- Private Gardens (Section 1251.41)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)
- State Licensed Child Care Group Home, 8-14 Children (Section 1251.46)
- Utility-Scale Solar Energy Facility (Section 1251.52)

(f) Prohibited Uses

- Sale, rental, or display of motor vehicles, trailers, or boats
- Manufacturing and processing establishments not selling their entire output at retail on the site

(g) Dimension Regulations	
Lot Standards	B-1
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	NA
Minimum Lot Width (ft.)	60
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the primary dwelling setback requirements	
Front Yard Setback (ft.)	20
Rear Yard Setback (ft.)	15 (h)
Side Yard Setback (ft.)	15 (g)
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the primary dwelling height requirements	
Maximum Building Height	45 ft., 3 stories
Detached Accessory Dwelling Setback Requirements	
Detached accessory dwellings shall be located in the rear yard.	
Rear Yard Setback (ft.)	8
Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.12 B-2 REGIONAL COMMERCIAL DISTRICT.

(a) Purpose	
<p>It is the purpose of this district to accommodate those specialized retail and business service activities herein specified that serve the whole community, as well as persons traveling on interstate highways, and typically may be grouped around a major interstate highway interchange (I-94) generating a considerable volume of vehicular traffic. It is the purpose of these regulations to permit the establishment of a limited variety of business enterprises and to provide flexibility for adaptation to new merchandising techniques as may develop, particularly where the use of motor vehicles is involved. In order to utilize the full potential effectiveness of this District, certain functions that would operate more effectively in other districts and that would interfere with the general business effectiveness of this District have been intentionally excluded.</p>	
(b) Permitted Use	(c) Special Land Uses
<ul style="list-style-type: none"> • Arena/Theater • Artisan/Maker Space • Assisted Senior Living • Automobile Car Wash Establishment (Section 1251.04) • Automobile or Vehicle Dealership (Section 1251.07) • Automobile Repair (Section 1251.05) • Automobile Service Station (section 1251.06) • Banquet and Meeting Hall (Section 1251.08) • Bar, Tavern, or Saloon • Bookstore • Brewpub • Catering Businesses • Child Care Centers • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Distillery, Winery – w/ or w/o food • Drive-Thru Business (Section 1251.14) • Essential Services • Event Center • Financial Institutions • Funeral Homes, Mortuaries, and Crematoriums • Government/Public Uses (Section 1251.16) 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Cemetery (Section 1251.11) • Parking as a Principal Use • Transportation and Logistics • Vehicle Repair, Major (Section 1251.54) • Warehouse • Wholesale

- Greenhouse/Nursery (Principal Use)
- Hospital > 20,000 sq.ft. (Section 1251.19)
- Hotel (Section 1251.20)
- Indoor Recreation
- Institutions of Higher Education
- Kennels/Veterinarian (Section 1251.23)
- Marihuana: Adult-Use Marihuana Microbusiness (Sections 1251.24, 1251.26)
- Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25)
- Marihuana: Medical Marihuana Provisioning Center (Sections 1251.24, 1251.30)
- Marihuana: Medical and Adult-Use Marihuana Safety Compliance Facility (Sections 1251.24, 1251.31)
- Marihuana: Medical and Adult-Use Marihuana Secure Transporter (Sections 1251.24, 1251.32)
- Medical or Dental Clinic =< 20,000 s.f.
- Microbrewery (Section 1251.35)
- Motel (Section 1251.34)
- Nightclub
- Office
- Outdoor Recreation/Private (Section 1251.36)
- Outdoor Recreation/Public (Section 1251.36)
- Pawn Broker
- Personal Service Establishment (Section 1251.39)
- Private Club
- Private K-12 Schools
- Public K-12 Schools
- Religious Institutions (Section 1251.42)
- Research and Development
- Restaurant
 - Carry-Out
 - Drive-In
 - Drive Thru (Section 1251.14)
 - Full Service

<ul style="list-style-type: none"> ○ Limited Service ● Retail Sales > 17,000 sq.ft. ● Self Storage Facilities (Section 1251.44) ● Vehicle Repair, Minor 	
<p>Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses</p>	
<p>(d) Existing Uses</p>	
<ul style="list-style-type: none"> ● Single Family Dwelling Unit Detached 	
<p>(e) Accessory Uses</p>	
<ul style="list-style-type: none"> ● Accessory Buildings (Section 1260.01) ● Food Truck ● Outdoor Storage (Section 1251.37) ● Private Gardens (Section 1251.41) ● State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) ● State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) ● Utility-Scale Solar Energy Facility (Section 1251.52) 	
<p>(f) Dimension Regulations</p>	
Lot Standards	B-2
Minimum Lot Area (sq.ft.)	25,000
Maximum Residential Units Per Acre	NA
Minimum Lot Width (ft.)	150
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Front Yard Setback (ft.)	35
Rear Yard Setback (ft.)	20
Side Yard Setback (ft.)	20
Maximum Building Height	50 ft., 3 stories
<p>Footnotes: Refer to Section 1241.03 Footnotes to Schedule of Regulations wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for dimensional regulations for specific uses.</p>	

1240.13 T-3 NEIGHBORHOOD COMMERCIAL DISTRICT.

(a) Purpose	
It is the purpose of this district to establish and preserve areas for those commercial uses and facilities which are especially useful in close proximity to residential areas, while minimizing the undesirable impact of such uses on the neighborhoods which they serve.	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Assisted Senior Living (Section 1251.03) • Banquet and Meeting Hall < 100 Capacity (Section 1251.08) • Bed and Breakfast (Section 1251.09) • Bookstore • Catering Businesses • Child Care Centers • Community Garden (Section 1251.12) • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Essential Services • Financial Institutions • Government/Public Uses (Section 1251.14) • Indoor Recreation • Independent Senior Living with Services (Section 1251.21) • Medical or Dental Clinic < 5,000 sq. ft. • Multi-Family Dwelling Units (Section 1251.33) • Office < 17,000 sq. ft. • Outdoor Recreation/Public (Section 1251.36) • Personal-Scale Wind Energy Facility (Section 1251.39) • Personal Service Establishments (Section 1251.40) • Private Club • Public K-12 Schools • Religious Institutions (Section 1251.42) • Restaurant <ul style="list-style-type: none"> ○ Carry-Out ○ Drive-In ○ Full Service 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Artisan/Maker Space • Bar, Tavern, or Saloon • Brewpub • Cemetery (Section 1251.11) • Distillery, Winery – w/ or w/o food • Drive Thru Business (Section 1251.14) • Farmers' Market (Section 1251.15) • Funeral Homes, Mortuaries • Hotel (Section 1251.20) • Institutions of Higher Education • Pawn Broker • Private K-12 Schools • Marihuana: Medical Marihuana Provisioning Center (Sections 1251.24, 1251.30) • Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25) • Marihuana: Adult-Use Marihuana Microbusiness (Sections 1251.24, 1251.26) • Marinas • Medical or Dental Clinic 5,000 to < 20,000 sq. ft. • Microbrewery (Section 1251.35) • Motel (Section 1251.20) • Nightclub • Office >= 17,000 sq. ft. • Retail Sales >= 17,000 sq. ft. • Restaurant <ul style="list-style-type: none"> ○ Drive-Thru (Section 1251.14)

<ul style="list-style-type: none"> ○ Limited Service ● Retail Sales < 17,000 sq. ft. ● Single Family Dwelling Unit Attached ● Single Family Dwelling Unit Detached ● Two-Family Dwelling Units ● State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.47) ● Transitional and Supportive Home, 1-6 Persons (Section 1251.49) ● Transitional and Supportive Home, More than 6 Persons (Section 1251.50) 	
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Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses. Refer to Section 1250.04, Form Based Development Standards for the T-3, T-4, and T-5 Districts for additional development requirements.

(d) Accessory Uses

- Accessory Buildings (Section 1260.02)
- Food Truck
- Accessory Dwelling Unit attached or detached from the primary dwelling
- Farmers Market (Sections 1251.15)
- Private Gardens (1251.41)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)
- State Licensed Child Care Group Home, 8-14 Children (Section 1251.46)

(e) Dimension Regulations

Lot Standard	T-3
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	20(d)
Minimum Lot Width (ft.)	360
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	40
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the primary dwelling setback requirements	
Front Yard Setback (ft.)	See Section 1250.04(d)(1)A
Rear Yard Setback (ft.)	20 (h)
Side Yard Setback (ft.)	10 (g)
Primary Dwelling Height Requirement	

Attached accessory dwellings shall comply with the primary dwelling height requirements	
Maximum Building Height	36 ft., 3 stories
Detached Accessory Dwelling Setback Requirements	
Detached accessory dwellings shall be located in the rear yard.	
Rear Yard Setback (ft.)	8
Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.03 wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.14 T-4 DOWNTOWN COMMERCIAL DISTRICT.

(a) Purpose	
It is the purpose of this district to encourage the development, redevelopment and use of properties in a manner compatible with the character of the downtown area and consistent with the protection and enhancement of property values.	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Artisan/Maker Space • Assisted Senior Living (Section 1251.03) • Banquet and Meeting Hall (Section 1251.08) • Bar, Tavern, or Saloon • Bookstore • Brewpub • Catering Businesses • Child Care Centers • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Distillery, Winery – w/ or w/o food • Essential Services • Event Center • Farmers Market (Section 1251.15) • Financial Institutions 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Drive-Thru Business (Section 1251.14) • Funeral Homes, Mortuaries • Hospital > 20,000 sq. ft. (Section 1251.19) • Private K-12 Schools • Parking as a Principal Use • Research and Development • Restaurant <ul style="list-style-type: none"> ○ Drive-In ○ Drive-Thru (Section 1251.14)

- Government/Public Uses (Section 1251.16)
- Hotel (Section 1251.20)
- Independent Senior Living with Services (Section 1251.21)
- Indoor Recreation
- Institutions of Higher Education
- Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25)
- Marihuana: medical Marihuana Provisioning Center (Sections 1251.24, 1251.30)
- Medical or Dental Clinic < 20,000 sq. ft.
- Microbrewery (Section 1251.35)
- Motel (Section 1251.34)
- Multi-Family Dwelling Units (Section 1251.33)
- Nightclub
- Office
- Outdoor Recreation/Public (Section 1251.36)
- Personal Service Establishments (Section 1251.40)
- Private Club
- Public K-12 Schools
- Religious Institutions (Section 1251.42)
- Retail Sales
- Restaurant
 - Carry-Out
 - Full Service
 - Limited Service
- Single Family Dwelling Unit Attached
- State Licensed Residential Facility, Adult Foster Care Family Home, 1-6 Persons (Section 1251.48)
- Transitional and Supportive Home, 1-6 Persons (Section 1251.49)
- Transitional and Supportive Home, More than 6 Persons (Sections 1251.50)
- Two-Family Dwelling Units

Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses. Refer to Section 1250.04, Form Based Development Standards for the T-3, T-4, and T-5 Districts for additional development requirements.

(d) Existing Uses

- Single Family Dwelling Unit Detached

(e) Accessory Uses

- Accessory Buildings (Section 1260.02)
- Accessory Dwelling Unit attached or detached from the primary dwelling
- Farmers Market (Section 1251.15)
- Food Truck
- Private Gardens (Section 1251.40)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)
- State Licensed Child Care Group Home, 7-12 Children (Section 1251.46)

(f) Dimension Regulations

Lot Standards	T-4
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	20(d)
Minimum Lot Width (ft.)	40
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the setback requirements of the primary dwelling	
Front Yard Setback (ft.)	See Section 1250.04(d)(1)A
Rear Yard Setback (ft.)	Not Required
Side Yard Setback (ft.)	Not Required
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the height requirements of the primary dwelling height	
Maximum Building Height	Not Required
Detached Accessory Dwelling Setback Requirements	
Detached accessory dwellings shall be located in the rear yard.	
Rear Yard Setback (ft.)	8

Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.03 wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.15 T-5 CORE DOWNTOWN COMMERCIAL DISTRICT.

(a) Purpose	
<p>It is the purpose of this district to revitalize commercial areas which, through business relocation, substantial change in surrounding uses, changes in the market, or a combination thereof, require the orderly placement of business establishments to provide the maximum use of buildings to accommodate and respond to changes in vehicular and pedestrian traffic flow. To permit the full potential of this district, certain uses which would interfere with the general effectiveness of this District have been intentionally excluded, and uses permitted herein are intended to be strictly limited in their definition. Further, to promote uses that support a walkable downtown environment, mix of uses within a single building, and uses that create activity throughout the day and week.</p>	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Artisan/Maker Space • Banquet and Meeting Hall (Section 1251.08) • Bar, Tavern, or Saloon • Bookstore • Brewpub • Catering Businesses • Child Care Centers • Distillery, Winery – w/ or w/o food • Essential Services • Event Center • Financial Institutions • Government/Public Uses (Section 1251.16) • Hotel (Section 1251.20) • Independent Senior Living with Services (Section 1251.21) • Indoor Recreation • Institutions of Higher Education 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Convalescent Home, Nursing Home, or Home for the Aged (Section 1251.13) • Hospital > 20,000 sq. ft. (Section 1251.19) • Parking as a Principal Use

- Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25)
- Marihuana: Medical Marihuana Provisioning Center (Sections 1251.24, 1251.30)
- Medical or Dental Clinic <= 20,000 sq. ft.
- Microbrewery (Section 1251.35)
- Motel (Section 1251.34)
- Multi-Family Dwelling Units (Section 1251.33)
- Nightclub
- Office
- Outdoor Recreation/Public (Section 1251.35)
- Personal Service Establishments (Section 1251.38)
- Private Club
- Private K-12 Schools
- Public K-12 Schools
- Religious Institutions (Section 1251.42)
- Restaurant
 - Carry-Out
 - Drive-In
 - Full Service
 - Limited Service
- Retail Sales
- Two Family Dwelling Units

Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses. Refer to Section 1250.04, Form Based Development Standards for the T-3, T-5, and T-5 Districts for additional development requirements.

(d) Existing Uses

- Single Family Dwelling Unit Attached
- Single Family Dwelling Unit Detached

(e) Accessory Uses

- Accessory Buildings (Section 1260.02)
- Accessory Dwelling Unit attached or detached from the primary dwelling
- Farmers Market (Section 1251.15)
- Food Truck
- Private Gardens (Section 1251.41)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)

- State Licensed Child Care Group Home, 8-14 Children (Section 1251.46)

(f) Dimension Regulations

Lot Standards	T-5
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	20(d)
Minimum Lot Width (ft.)	30
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the setback requirements of the primary dwelling	
Front Yard Setback (ft.)	See Section 1250.04(d)(1)A
Rear Yard Setback (ft.)	Not Required
Side Yard Setback (ft.)	Not Required
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the height requirements of the primary dwelling	
Maximum Building Height	Not Required
Detached Accessory Dwelling Setback Requirements	
Detached accessory dwellings shall be located in the rear yard	
Rear Yard Setback (ft.)	8
Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.03 wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses.	

1240.16 I-1 LIGHT INDUSTRIAL DISTRICT.

(a) Purpose

The I-1 Light Industrial District is intended to accommodate those industrial uses that generate noise, glare, odors, dust, vibration, air and water pollution, fire and safety hazards, the emission of any potentially harmful or obnoxious matter or radiation or any other nuisance characteristics. It is established as one in which the principal use of the land is for industrial activities wholly compatible with all other uses permitted in this District, commercial establishments not engaging in retail sales and service establishments which, if doing retail business, are of the type not generally requiring the customer to call at the place of business.

(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Artisan/Maker Space • Automobile or Vehicle Dealership (Section 1251.07) • Automobile Repair (Section 1251.05) • Automobile Service Station (Section 1251.06) • Brewpub • Child Care Center • Distillery, Winery – w/ or w/o food • Drive-Thru Business (Section 1251.14) • Essential Services • Farm Implements and Heavy Machinery Sales • Financial Institutions • Government/Public Uses (Section 1251.16) • Greenhouse/Nursery (Principal Use) • Institutions of Higher Education • Limited Service Restaurant • Manufacturing • Marihuana: Adult-Use Marihuana Microbusiness (Sections 1251.24, 1251.26) • Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25) (must be co-located with a Grower or Processor) • Marihuana: Medical and Adult-Use Marihuana Grow Operation (Sections 1251.24, 1251.28) • Marihuana: Medical and Adult-Use Marihuana Processing Facility (Sections 1251.24, 1251.29) • Marihuana: Medical Marihuana Provisioning Center (Sections 1251.24, 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Adult Business (Section 1251.02) • Automobile Car Wash Establishment (Section 1251.04) • Bar, Tavern, or Saloon • Cemetery (Section 1251.11) • Funeral Homes, Mortuaries, and Crematoriums • Hospital > 20,000 sq. ft. (Section 1251.19) • Junk or Salvage Yard (Section 1251.22) • Kennels (Section 1251.23) • Nightclub • Parking as a Principal Use • Retail Sales

<p>1251.30) (must be co-located with a Grower or Processor)</p> <ul style="list-style-type: none"> • Marihuana: Medical and Adult-Use Marihuana Safety Compliance Facility (Sections 1251.24, 1251.31) • Marihuana: Medical and Adult-Use Marihuana Secure Transporter (Sections 1251.24, 1251.32) • Microbrewery (Section 1251.34) • Outdoor Recreation/Public (Section 1251.36) • Religious Institutions (Section 1251.42) • Research and Development • Restaurant <ul style="list-style-type: none"> ○ Carry-Out ○ Drive-In ○ Drive-Thru (Section 1251.14) ○ Full Service ○ Limited Service • Transportation and Logistics • Utility-Scale Solar Energy Facility (Section 1251.52) • Vehicle Repair, Major (Section 1251.53) • Vehicle Repair, Minor • Warehouse • Wholesale 	
<p>Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.</p>	
<p>(d) Existing Uses</p>	
<ul style="list-style-type: none"> • Single Family Dwelling Unit Detached 	
<p>(e) Accessory Uses</p>	
<ul style="list-style-type: none"> • Accessory Buildings (Section 1260.01) • Office • Outdoor Storage (Section 1251.37) • Private Gardens (Section 1251.41) • State Licensed Child Care Family Home, 1-7 Children (Section 1251.45) • State Licensed Child Care Group Home, 8-14 Children (Section 1251.46) 	
<p>(f) Dimension Regulations</p>	
Lot Standard	I-1
Minimum Lot Area (sq. ft.)	2,900

Maximum Residential Units Per Acre	NA
Minimum Lot Width (ft.)	60
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Front Yard Setback (ft.)	25
Rear Yard Setback (ft.)	50 (h)
Side Yard Setback (ft.)	25 (g)
Maximum Building Height	Not Required

Footnotes: Refer to Section 1241.03 wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule the dimensional regulations above. Refer to Chapter 1251 for additional dimensional regulations for specific uses.

1240.17 I-2 HEAVY INDUSTRIAL DISTRICT.

(a) Purpose	
The purpose of this district is to provide suitable locations for manufacturing, assembling and fabricating uses, including large-scale or specialized industrial operations requiring good access by road and/or railroad and public and utility services.	
(b) Permitted Uses	(c) Special Land Uses
<ul style="list-style-type: none"> • Artisan/Maker Space • Automobile Repair (Section 1251.05) • Automobile Service Station (Section 1251.06) • Brewpub • Child Care Centers • Distillery, Winery – w/ or w/o food • Drive-Thru Business (Section 1251.14) • Essential Services • Farm Implements and Heavy Machinery Sales • Financial Institutions • Institutions of Higher Education • Kennels (Section 1251.23) • Manufacturing • Marihuana: Adult-Use Marihuana Microbusiness (Sections 1251.24, 1251.26) • Marihuana: Adult-Use Marihuana Retailers (Sections 1251.24, 1251.25) 	<ul style="list-style-type: none"> • Adaptive Reuse (Section 1251.01) • Adult Business (Section 1251.01) • Automobile Car Wash Establishment (Section 1251.04) • Bar, Tavern, or Saloon • Cemetery (Section 1251.11) • Hospital > 20,000 sq. ft. (Section 1251.19) • Junk or Salvage Yard (Section 1251.22) • Nightclub • Parking as a Principal Use • Retail Sales • Utility-Scale Wind Energy Facility (Section 1251.53)

(must be co-located with a Grower or Processor)

- Marihuana: Medical and Adult-Use Marihuana Grow Operation (Sections 1251.24, 1251.28)
- Marihuana: Medical and Adult-Use Marihuana Processing Facility (Sections 1251.24, 1251.29)
- Marihuana: Medical Marihuana Provisioning Center (Sections 1251.24, 1251.30) (must be co-located with a Grower or Processor)
- Marihuana Medical and Adult-Use Marihuana Safety Compliance Facility (Section 1251.24, 1251.31)
- Marihuana: Medical and Adult Use Marihuana Secure Transporter (Section 1251.24, 1251.32)
- Microbrewery (Section 1251.35)
- Outdoor Recreation/Public (Section 1251.36)
- Religious Institutions (Section 1251.42)
- Research and Development
- Restaurant
 - Carry-Out
 - Drive-In
 - Drive-Thru (Section 1251.14)
 - Full Service
 - Limited Service
- Transportation and Logistics
- Utility-Scale Solar Energy Facility (Section 1251.52)
- Vehicle Repair, Major (Section 1251.54)
- Vehicle Repair, Minor
- Warehouse
- Wholesale

Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.

(d) Existing Uses

- Single Family Dwelling Unit Detached

(e) Accessory Uses

- Accessory Buildings (Section 1260.02)

- Carry-Out Restaurant
- Outdoor Storage (Section 1251.37)
- Office
- Private Gardens (Section 1251.40)
- State Licensed Child Care Family Home, 1-7 Children
- State Licensed Child Care Group Home, 8-14 Children

(f) Dimension Regulations

Lot Standards	I-2
Minimum Lot Area (sq. ft.)	2,900
Maximum Residential Units Per Acre	NA
Minimum Lot Width (ft.)	60
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Front Yard Setback (ft.)	25
Rear Yard Setback (ft.)	25 (h)
Side Yard Setback (ft.)	25 (g)
Maximum Building Height	Not Required

Footnotes: Refer to Chapter 1241 wherever a footnote is referenced in parentheses after one of the dimension regulations. Additionally, some uses have specific standards that overrule the dimensional regulations above. Refer to Chapter 1251 for dimensional regulations for specific uses.

1240.18 S SPARK DISTRICT.

(a) Purpose

It is the purpose of this district to encourage and facilitate redevelopment by implementing the following mixed-use policies:

1. **Mix of Land Compatible Land Uses:** Permit a range of compatible land uses, such as residential (from single-family to multi-family), public, institutional, office, retail, personal services use, and appropriate general business uses.
2. **Walkability:** Create a walkable, pedestrian-oriented development that does not conflict with motorized traffic.
3. **Building Location and Site Design:** Ensure that buildings have a strong relationship to the street by requiring development to be human-scale through appropriate building location and site design, including developing areas that include civic spaces and pedestrian amenities and requiring on-street parking along interior streets.
4. **Use of Buildings:** Allow compatible mixed uses to be located in a single building.

(b) Permitted Uses

- Adaptive Reuse (Section 1251.01)
- Arena/Theater

(c) Special Land Uses

- Cemetery (Section 1251.11)

<ul style="list-style-type: none"> • Artisan/Maker Space • Assisted Senior Living (Section 1251.03) • Banquet and Meeting Hall (Section 1251.08) • Bar, Tavern, or Saloon • Bookstore • Brewpub • Child Care Centers • Community Garden (Section 1251.10) • Distillery, Winery – w/ or w/o food • Drive-Thru Business (Section 1251.14) • Essential Services • Financial Institutions • Government/Public Uses (Section 1251.16) • Greenhouse/Nursery (Principal Use) • Hotel (Section 1251.20) • Independent Senior Living with Services (Section 1251.21) • Indoor Recreation • Institutions of Higher Education • Medical or Dental Clinic < 20,000 sq. ft. • Microbrewery (Section 1251.35) • Motel (Section 1251.34) • Multi-Family Dwelling Units (Section 1251.33) • Nightclub • Office • Outdoor Recreation/Public (Section 1251.36) • Outdoor Recreation/Private (Section 1251.36) • Personal Service Establishments (Section 1251.40) • Public K-12 Schools • Religious Institutions (Section 1251.42) • Research and Development • Restaurant <ul style="list-style-type: none"> ○ Carry-Out ○ Drive-In ○ Drive-Thru (Section 1251.14) 	<ul style="list-style-type: none"> • Convalescent Homes, Nursing Homes, or Homes for the Aged (Section 1251.13) • Private K-12 Schools • Kennels (Section 1251.23) • Marinas • Parking as a Principal Use
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<ul style="list-style-type: none"> ○ Full Service ○ Limited Service ● Retail Sales ● Single Family Dwelling Unit Attached ● Single Family Dwelling Unit Detached ● Transportation and Logistics ● Two-Family Dwelling Units ● Warehouse ● Wholesale 	
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Refer to Section 1230.06 for definitions of uses and refer to Chapter 1251 for development standards for specific uses.

(d) Accessory Uses

- Accessory Buildings (Section 1260.02)
- Accessory Dwelling Unit attached or detached from the primary dwelling
- Farmers Market (Section 1251.15)
- Personal-Scale Wind Energy Facility (Section 1251.39)
- Private Gardens (Section 1251.41)
- State Licensed Child Care Family Home, 1-7 Children (Section 1251.45)
- State Licensed Child Care Group Home, 8-14 Children (Section 1251.45)

(e) Dimension Regulations

Lot Standards	S
Minimum Lot Area (sq. ft.)	Not Required
Maximum Residential Units Per Acre	20
Minimum Lot Width (ft.)	60
Minimum Lot Depth (ft.)	100 (Section 1240(a)(7))
Maximum Percent of Building Coverage	Not Required
Primary Dwelling Setback Requirements	
Attached accessory dwellings shall comply with the setback requirements of the primary dwelling	
Front Yard Setback (ft.)	Not Required
Rear Yard Setback (ft.)	Not Required
Side Yard Setback (ft.)	Not Required
Primary Dwelling Height Requirement	
Attached accessory dwellings shall comply with the height requirements of the primary dwelling	

Maximum Building Height	Not Required
Detached Accessory Dwelling Setback Requirements	
Detached accessory dwellings shall be located in the rear yard.	
Rear Yard Setback (ft.)	8
Side Yard Setback (ft.)	8
Detached Accessory Dwelling Height Requirement	
Maximum Building Height	20 ft., 1.5 stories
Footnotes: Refer to Section 1241.04 wherever a footnote is referenced in lowercase letters in parentheses after one of the dimension regulations. Some uses have specific standards that overrule these dimensional regulations above under Section 1241.07. Refer to Chapter 1251 for additional dimensional regulations for specific uses. All development in the S Spark District is eligible for administrative approval subject to the discretion of the Zoning Administrator.	

1240.19 OFFICIAL ZONING MAP AND INTERPRETATION.

The boundaries of the districts are shown upon the map, which is made a part of this Zoning Code, which map is designated as the “Official Zoning Map.” Such map and all the notations, references and other information shown thereon are a part of this Zoning Code and have the same force and effect as if they were fully set forth or described herein.

Where, due to the scale, illegibility or detail of the map, there is uncertainty, contradiction or conflict as to the location of a district boundary, the interpretation of the exact location of such boundary shall be determined by the Zoning Board of Appeals.

1240.20 DISTRICT BOUNDARY UNCERTAINTIES.

Where uncertainty exists or arises with respect to the boundaries of the various districts as shown on the zoning district map accompanying and made a part of this zoning ordinance in its original form, the following rules apply:

- (a) The district boundaries are either streets, alleys, rights of way or watercourses, unless otherwise shown. Where such districts are bounded approximately by streets, alleys, rights of way or watercourses, the same shall be construed to be the boundaries of the districts unless such boundaries are fixed by dimensions as shown on the map.
- (b) Where the district boundaries are not otherwise indicated, and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the lot lines. Where such districts are bounded approximately by lot lines, the lot lines shall be construed to be the boundaries of the districts, unless the boundaries are fixed by dimensions as shown on the map.
- (c) In any determined by the use of the scale appearing on the map, unless the same are indicated by dimensions as shown on the map.

1240.21 ZONING DISTRICTS.

(a) Conformity with District Regulations Required. Except as hereinafter provided:

(1) No building or structure shall be erected, converted, enlarged, reconstructed, moved or structurally altered, nor shall any building or land be used, except for a purpose permitted in the district in which the building or land is located.

(2) No building shall be erected, converted, enlarged, reconstructed or structurally altered to exceed the height limit established for the district in which the building is located.

(3) No building shall be erected, converted, enlarged, reconstructed or structurally altered except in conformity with the yard and lot area regulations of the district in which the building is located.

(4) No building shall be erected or structurally altered to the extent specifically provided hereinafter except in conformity with the off-street parking and loading regulations of the district in which such building is located, except for as otherwise allowed in Chapter 1270.

(5) No building or structure shall be enlarged or altered and no use of a premises shall be changed in any way which increases its nonconformity, except for as otherwise allowed in Chapter 1270.

(6) The minimum yards, parking spaces and other open spaces, including the lot area per family, required by this Zoning Code for each and every building existing at the time of passage of this Zoning Code (November 24, 2020) or for any building hereafter erected, shall not be encroached upon or considered as yard or open space requirements for any other building, nor shall any lot area be reduced beyond the district requirements of this Zoning Code.

(7) Every building hereinafter erected or structurally altered shall be on a lot, provided that a lot may be subdivided or a series of lots may be increased in number and decreased in size, so long as each new lot is not less than 100 feet in depth and in conformity with the width requirements of Chapter 1240. In no case shall there be more than one main building on one lot unless otherwise provided in this Zoning Code.

(b) Essential Services. Essential services shall be permitted as authorized and regulated by law and ordinances of the City. It is the intention of this Zoning Code to exempt such essential services from the application of this Zoning Code.

(c) Land Under Water; Streets. All areas within the City which are under water or a public right-of-way and not shown as included within any district shall be subject to all of the regulations of the district which immediately adjoins the water or right-of-way area. If the water or right-of-way area adjoins two or more districts, the boundaries of each district shall be construed to extend into the water or right-of-way area in a straight line until they meet the other district.

(d) Annexed Land.

(1) Whenever any areas are annexed to the City, one of the following conditions shall prevail:

A. All lots, tracts or land which may hereafter be annexed to the City shall be classified as being in whichever district as most clearly conforms to the zoning that existed in the annexed area. Such classifications shall be recommended by the Planning Commission to the City Commission and the City Commission shall approve the same by resolution.

B. If any lot, tract or land is not subject to zoning at the time of annexation, it shall be classified as R-1A Single-Family whenever the land is vacant and otherwise shall be classified into whatever district of this Zoning Code most closely conforms to the existing use of the annexed area. Such classification shall be approved in the same manner as described for property that is zoned when annexed.

(2) In all cases, there shall be a public hearing, within a reasonable time after annexation, on the question of a permanent zoning classification. The hearing before the Planning Commission and the subsequent action by the City Commission shall follow the procedure to establish amendments in accordance with Section 1281.01(c).

(e) Vacation of Streets. Whenever any street, alley or other public way is vacated by official action of the City Commission or by the courts, the zoning district adjoining each side of such street, alley or other public way shall be automatically extended to the center of such vacation and all area included in the vacation shall then and henceforth be subject to all appropriate regulations of the extended district.

(f) Uses Not Specifically Mentioned. The City Zoning Administrator or their designee shall have the power to classify a use, which is not specifically mentioned in this Zoning Code, along with a comparable permitted or prohibited use for the purpose of the use regulations in any district. The City Planning and Zoning Administrator or their designee may refer these appeals to the Zoning Board of Appeals.

**CITY OF BATTLE CREEK
PLANNING COMMISSION
10 North Division, Battle Creek, MI 49014
Minutes for June 26, 2024**

MEETING CALLED TO ORDER: By Commissioner Hughes at 4:02 p.m.

ATTENDANCE: Roll call was taken.

Comm. Hughes, present
Comm. Godfrey III, present
Comm, O’Donnell, present
Comm, Gray, present
Comm. Morris, present

Comm. Denison, present
Comm. Moton, present
Comm. White, present
Mayor Behnke, present

Staff Present: Melody Carlsen, Administrative Assistant, Marcel Stoetzel, Deputy City Attorney, Darcy Schmitt, Planning Supervisor, CJ Sivak-Schwennessen

APPROVAL OF MINUTES: May 22, 2024

MOTION MADE BY COMMISSIONER MORRIS TO APPROVE THE MAY 22, 2024 MEETING MINUTES WITH THE CORRECTION NOTIED. SECONDED BY MAYOR BEHNKE .

ROLL VOTE: Commissioner Hughes asked everyone in favor to signify by saying “aye”.

ALL IN FAVOR, MOTION APPROVED.

CORRESPONDENCE: None.

ADDITIONS/DELETIONS: None.

PUBLIC HEARINGS/DELIBERATIONS:

TEXT AMENDMENT #R1-24 - Request from the City of Battle Creek to consider amendments to Sections 1240 and 1263 of the City of Battle Creek zoning code pursuant to Section 1281.01. Section 1240 amendments add language to residential districts R-1A, R-1B, R-2, R-3, and MFR to clarify that an accessory dwelling is only allowed as an attached unit to a single-family residential unit and to correct and clarify that an accessory dwelling unit in zoning districts T-3, T-4, and T5 is allowed as an attached or detached unit to a single-family residential unit. Section 1240 also amends the G and R-1R Districts under Special Land Uses to remove “Agri-Tourism”. Section 1263 removes language in the sign code.

Staff Presentation: CJ Sivak-Schwennessen gave the staff report for #R1-24 Text Amendment changes.

Public Comment: None.

Commissioner Questions: None.

MOTION MADE BY COMMISSIONER GODFREY TO APPROVE THE PRESENTED AMENDMENT CHANGES TO AGRI-TOURISM IN CHAPTER 1240 OF THE CITY OF BATTLE CREEK ZONING CODE. SECONDED BY COMMISSIONER MORRIS.

ROLL VOTE: ALL IN FAVOR, MOTION APPROVED.

MOTION MADE BY COMMISSIONER GODFREY TO APPROVE THE PRESENTED LANGUAGE TO CLARIFY THE SIZE AND PLACEMENT OF ACCESSORY DWELLING UNITS ACROSS THE DISTRICTS IN WHICH THEY ARE ALLOWED AS PART OF CHAPER 1240 OF THE CITY OF BATTLE CRREK ZONING CODE PURSUENT TO SECTION 1281.01. SECONDED BY COMMISSIONER GRAY.

ROLL VOTE: ALL IN FAVOR, MOTION APPROVED.

MOTION MADE BY COMMISSIONER GODFREY TO APPROVE REVISIONS TO CHAPTER 1263 SIGN ORDINANCE TO REMOVE THE MAXIMUM HEIGHT REQUIREMENT FOR WALL SIGNS IN COMMERCIAL AND INDUSTRIAL DISTRICTS AS PRESENTED BY STAFF PURSUENT TO SECTION 1281.01 OF THE CITY OF BATTLE CREEK ZONING CODE. SECONDED BY MAYOR BEHNKE.

ROLL VOTE: ALL IN FAVOR, MOTION APPROVED.

MOTION MADE BY COMMISSINER GODFREY TO APPROVE REVISIONS TO CHAPTER 1263 SIGN ORDINANCE TO CHANGE THE MAXIMUM AREA REQUIRED TO REGULATE LARGER SIGNS OR PROJECTS AS PRESENTED BY CITY STAFF OF SECTION 1281.01 OF THE CITY OF BATTLE CREEK ZONING CODE. SECONDED BY COMMISSIONER MOTON.

ROLL VOTE: ALL IN FAVOR, MOTION APPROVED.

OLD BUSINESS: None.

NEW BUSINESS: None

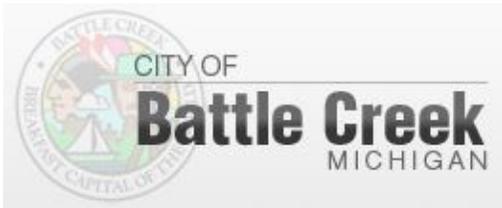
COMMENTS FROM THE PUBLIC:

COMMENTS FROM COMMISSION MEMBERS AND STAFF:

Commissioner Godfrey thanked Staff for work they have put into the Amendment changed, asked about locations of proposed restaurants and new coffee shops coming to Battle Creek.

Mayor Behnke asked Staff for an update on the Olive Garden restaurant coming to Battle Creek, if building permits were submitted and paid for. Also, asked Staff if there were any other new restaurants coming to Battle Creek.

ADJOURNMENT: **Commissioner Hughes** adjourned the meeting at 4:17pm.



Ordinance

NO. 12-2024

A Proposed Ordinance, #12-2024, to amend the Chapter Title, as well as Sections 01, 02, 04 - 06, 08, 09, and 99, of Chapter 694 "Youth Offenses," by making it consistent with state law, replacing outdated statutory references, and ungendering language.

BATTLE CREEK, MICHIGAN - 7/2/2024

The City of Battle Creek Ordains:

Section 1. A proposed Ordinance, #12-2024, to amend the Chapter Title, as well as Sections 01, 02, 04-06, 08, 09, and 99 of Chapter 694 "Youth Offenses," by making it consistent with state law, replacing outdated statutory references, and ungendering language 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.

Battle Creek City Commission

7/2/2024

Action Summary

Staff Member: Jill Humphreys Steele, City Attorney

Department: City Attorney

SUMMARY

A Proposed Ordinance, #12-2024, to amend the Chapter Title, as well as Sections 01, 02, 04 - 06, 08, 09, and 99, of Chapter 694 "Youth Offenses," by making it consistent with state law, replacing outdated

statutory references, and ungendering language.

BUDGETARY CONSIDERATIONS

There are none.

HISTORY, BACKGROUND and DISCUSSION

This chapter of ordinances was initially enacted in 1995 to set out what are called status offenses - those which are illegal based upon the age of the violator - in this instance, youth and minors. The sections related to tobacco and alcohol mirror the state law. Almost all sections of this Chapter are proposed to be revised, to either amend the definitions consistent with state law, to replace references to state law that have either been repealed or amended, and to ungender language, consistent with the directive of the City Commission when the Charter was amended in March of 2020.

Before December 20, 2019, the federal government had set the minimum age to purchase and use tobacco products as 18. Since that date, the age threshold has been 21 years old. In 2022, the Michigan State Legislature amended the "Youth Tobacco Act," Act 31 of 1915, to raise the state law age threshold to purchase and use tobacco products to 21, consistent with federal law. It also amended the Youth Tobacco Act to update definitions and other provisions to reflect that an individual must now be at least 21 years of age to purchase tobacco products in Michigan and to update posted signage requirements relating to the age limit for retailers. The recent amendments to the Youth Tobacco Act had an effective date of July 31, 2022.

We don't often see citations written under Chapter 694, but there was recently a "sting operation" where a retailer was cited for selling tobacco products to someone over 18 but under 21. After reviewing the matter, we noted that the ordinance needed to be amended before we could prosecute for selling to someone at least 18 but not yet 21 under our ordinance. Officers were directed to file charges under state law until our ordinance was amended, which prompted these ordinance amendments.

Consistent with my usual practice, when amending an ordinance I review the entire chapter to make all necessary amendments. Proposed ordinance amendment #12-2024 ungender language, updates definitions to be consistent with state law, replaces repealed state public acts with the new act governing that area, and updates the penalties consistent with state law. Important attention had to be paid to the words "Youth," "Minor" and "Child" consistent with state law: Youth means a person under 18 years of age; Minor means a person under 21 years of age; and Child has been revised to mean a person under the age of 17.

Amendments were made to section 02, regarding the Curfew, which had specified "child" throughout, but amendments were made so this is only applicable to a child under the age of 16, because most curfews are only aimed at those under 16, who are unable to drive without an adult, limiting their activities. In addition, the chapter title is proposed to be amended from "Youth Offenses," to "Youth and Minor Offenses," since several sections are applicable to those older than Youth and Children as defined.

DISCUSSION OF THE ISSUE

POSITIONS

The City Attorney recommends this Ordinance amendment be introduced.

ATTACHMENTS:

File Name	Description
 694_July_2024_Amendments_REDLINE.pdf	Chapter 694 Amendments Youth and Minor REDLINE

CHAPTER 694
Youth and Minor Offenses

- 694.01 Definitions.
- 694.02 Child eCurfew for Child Under the Age of 16.
- 694.03 Parental responsibility re curfew.
- 694.04 Children in amusement places.
- 694.05 Citation to juvenile court for curfew violations.
- 694.06 Purchase or possession of alcoholic liquor by minors; misrepresentations; exceptions; violations.
- 694.07 Preliminary breath tests. (Repealed)
- 694.08 Sale of tobacco products to minorsyouths; defenses.
- 694.09 Use, possession and purchase of tobacco products by minorsyouths; defenses.
- 694.99 Penalty.

CROSS REFERENCES

- Malicious destruction of property by minors - see M.C.L.A. Sec. 600.2913
- Traffic violations by minors - see TRAF. 410.04(U.T.C. 2.10a)
- Sales of alcoholic beverages to minors - see GEN. OFF. 604.05
- Purchases by pawnbrokers from minors - see B.R. & T. 836.03

694.01 DEFINITIONS.

As used in this chapter:

- (a) "Alcoholic liquor" means any spirituous, vinous, malt, or fermented liquor, powder, liquids, and-~~or~~ compounds, whether or not medicated, proprietary, patented, and by whatever name called, containing ½ of 1% or more of alcohol by volume thatwhich are fit for use for food purposes or beverage purposes as defined and classified by the Liquor Commission according to alcoholic content as belonging to one of the varieties defined in M.C.L.A. 436.1105.
- (b) "Any bodily alcohol content" means either of the following:
 - (1) An alcohol content of 0.02 grams or more per 100 milliliters of blood, per 210 liters of breath, or per 67 milliliters of urine.
 - (2) Any presence of alcohol within a person's body resulting from the consumption of alcoholic liquor, other than consumption of alcoholic liquor as a part of a generally recognized religious service or ceremony.
- (c) "Child" means any person less than seventeenixteen years of age.
- (d) "Emergency" means unforeseen circumstances or a resulting state or condition requiring immediate action, such as a fire, natural disaster, accident, illness or similar situation requiring immediate action to prevent or treat serious injury or loss to person or property.
- (e) "Establishment" means any privately-owned place of business or premises operated for a profit to which the public is invited, including any place of amusement or entertainment.
- (f) "Guardian" means a person ordered to be such by a court or a public or private agency to provide care, custody or control of a youth.
- (g) "Minor" means any person less than twenty-one years of age.
- (h) "Nonpublic school" means a state-approved private, denominational or parochial school giving educational instruction to children below the age of sixteen.

(i) "Parent" means a person who is a natural, adoptive or step-parent or someone at least eighteen years old authorized in writing by a parent or guardian, and who has legal care, custody or control of a youth or child.

(j) "Public place" means any place to which the public has access and includes, but is not limited to, any street, highway, road, alley, park, playground or other public grounds, public places, public buildings and vacant lots.

(k) "Public school" is as defined in the School Code of 1976, being M.C.L.A. 380.5, which includes a public school academy.

(l) "Temporary care facility" means a non-locked, non-restrictive shelter at which a child may wait under supervision to be retrieved by a parent.

(m) "Tobacco products" means any product that contains tobacco and is intended for human consumption, including, but not limited to: cigarettes; cigars; non-cigarette smoking tobacco, which means tobacco sold in liquid, loose, or bulk form, that is intended for consumption by smoking and includes, but is not limited to, pipe tobacco and roll-your-own cigarette tobacco; and smokeless tobacco, which includes, but is not limited to, vapes, chewing tobacco and tobacco snuff.

(1) "Chewing tobacco" means shredded, powdered, or pulverized tobacco that may be inhaled through the nostrils, chewed, or placed against the gums.

(2) "Tobacco snuff" means shredded, powdered, or pulverized tobacco that may be inhaled through the nostrils, chewed, or placed against the gums.

(n) "Use a tobacco product" means any of the following:

(1) The carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device.

(2) The inhaling or chewing of a tobacco product.

(3) The placing of a tobacco product within a person's mouth, ~~to smoke, chew, suck, inhale or otherwise consume a tobacco product.~~

(o) "Youth" means any person less than eighteen years of age.

694.02 ~~CHILD~~-CURFEW FOR CHILD UNDER THE AGE OF 16.

(a) Purpose. The purpose of this section is to serve the following important and compelling governmental interests:

(1) Promote the general welfare and protect the general public through the reduction of juvenile crime within the City;

(2) Promote the safety and well-being of the City's youngest resident~~citizens~~, those persons under the age of sixteen, whose inexperience renders them particularly vulnerable to becoming participants in unlawful activities, and to being victimized by older perpetrators of crime; and

(3) Foster and strengthen parental responsibility for children.

(4) Complement school attendance laws and reduce child truancy.

(b) Nighttime Curfew.

(1) No child under the age of 16 shall be in, on or about any public place or establishment in the City between the hours of 10:00 p.m. to 6:00 a.m. of the following day, except that on Friday and Saturday nights the prohibition for a child fifteen years of age shall be between the hours of 11:00 p.m. to 6:00 a.m. of the following day.

(2) The provisions of paragraph (b)(1) hereof do not apply in any of the following circumstances:

- A. The child is accompanied by ~~their~~his or her parent or guardian.
- B. Where the child is involved in an emergency.
- C. The child is upon an errand directed by ~~their~~his or her parent or guardian.
- D. When the child is going directly to, attending or returning directly from a religious, municipal, school sponsored activity or event or a similar type of organized civic activity or event.
- E. The child is engaged in, or going directly to or returning directly from ~~their~~his or her place of lawful employment.
- F. The child is exercising First Amendment rights as protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right to assembly with the permission of ~~their~~his or her parent or guardian.
- G. While the child is in a motor vehicle engaged in either interstate or intra-state travel with the permission of ~~their~~his or her parent or guardian, beginning, ending or through the City.

(c) Daytime Curfew During School Hours.

(1) No child who is subject to compulsory education under any applicable state statute, shall be in, on or about any public place or establishment in the City, between the hours of 7:30 a.m. to 2:30 p.m. of the same day, or other hours as designated by the respective public school or non-public school that the child is, or would be, required to attend under state law, on days when the child's school is in session.

(2) The provisions of subsection (c)(1) do not apply in any of the following circumstances:

- A. The child is accompanied by a parent or legal guardian.
- B. The child is involved in an emergency.
- C. The child is upon an errand directed by a parent, legal guardian or other authorized adult person having the care or custody of the child.
- D. The child is going directly to, attending, or returning directly from a religious, municipal, school sponsored activity or event or a similar type of organized civic activity or event.
- E. The child is engaged in, or going directly to or returning directly from ~~their~~his or her place of lawful employment.
- F. The child is exercising First Amendment rights as protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right to assembly with the permission of ~~their~~his or her parent or guardian.
- G. While the child is in a motor vehicle engaged in either interstate or intra-state travel with the permission of ~~their~~his or her parent or guardian, beginning, ending or through the City.
- H. The child is going directly to, attending or returning directly from a medical, dental, or optical appointment.
- I. The child is permitted to leave ~~their~~his or her school's campus and the child has in ~~their~~his or her possession a valid, school-issued, off-campus permit.
- J. The child is being schooled at the child's home, or other selected venue, by ~~their~~his or her parent or legal guardian in an educational program as required or permitted by state law.

(d) Enforcement.

(1) Before taking any enforcement action under this section, a police officer shall ask the apparent offender's age and reason for being in a public place or establishment. The officer shall not issue an appearance ticket or make an arrest unless the officer reasonably believes and has

probable cause that a violation of this section has occurred and that, based on any response from the child and other circumstances known to the officer that no exception is present.

(2) A child placed under arrest by a police officer for a violation of subsection (c) hereof, shall as soon as practicable: be released to ~~their~~his or her parent or guardian; or be placed in a temporary care facility until released to ~~their~~his or her parent or guardian. A child waiting in a temporary care facility shall not be handcuffed or otherwise secured except for the safety of the child or others.

* * *

694.04 CHILDREN IN AMUSEMENT PLACES.

(a) No person operating a place of amusement and entertainment in the City shall permit any child to enter such place of amusement and entertainment during the hours prohibited by Section 694.02.

(b) Subsection (a) hereof shall not apply when the child is accompanied by ~~their~~his or her parent, guardian or other adult person having the care and custody of the child.

694.05 CITATION TO JUVENILE COURT FOR CURFEW VIOLATIONS.

(a) Any police officer may, without a warrant, take into custody any child under the age of 16 found violating any of the provisions of Section 694.02 and detain such ~~child~~minor for a reasonable time until the parent, guardian or other person having the care and custody of such child is notified of such violation and detention.

(b) A child under the age of 16 violating any of the provisions of Section 694.02 shall be deemed a delinquent or neglected child, as defined by the laws of the State of Michigan, and shall be brought before the Juvenile Division of the Probate Court having jurisdiction over such child.

694.06 PURCHASE OR POSSESSION OF ALCOHOLIC LIQUOR BY MINORS; MISREPRESENTATIONS; EXCEPTIONS; VIOLATIONS.

(a) No minor shall purchase or attempt to purchase alcoholic liquor, consume or attempt to consume alcoholic liquor, or possess or attempt to possess alcoholic liquor, or have any bodily alcohol content except as permitted in this section.

(b) (1) No person shall furnish fraudulent identification to a minor for the purpose of purchasing or otherwise obtaining alcoholic liquor.

(2) No minor shall use fraudulent identification to purchase or otherwise obtain alcoholic liquor.

(c) Upon determining that a youth who is not emancipated pursuant to Act 293 of the Public Acts of 19~~6~~88, as amended, and who has allegedly consumed, possessed, purchased, had any bodily alcohol content, or attempted to consume, possess or purchase alcoholic liquor in violation of this section, the Police Department shall notify the parent or parents, the custodian or the guardian of the youth as required by Section 70333b of Act 58 of ~~the Public Acts of the Extra Session of 1998~~33, as amended.

(d) This section shall not be construed to prohibit a minor from possessing alcoholic liquor during regular working hours and in the course of his or her employment, if employed by a State

licensee, the Liquor Control Commission or an agent of the Liquor Control Commission, if the alcoholic liquor is not possessed for his or her personal consumption.

(e) The consumption of alcoholic beverages by a minor who is enrolled in a course offered by an accredited post-secondary educational institution in an academic building of the institution under the supervision of a faculty member shall not be prohibited by this section if the purpose is solely educational and a necessary ingredient of the course.

(f) The consumption by a minor of sacramental wine in connection with religious services at a church, synagogue or temple is not prohibited by this section.

(g) Subsection (a) hereof does not apply to a minor who participates in an undercover operation in which the minor purchases or receives alcoholic liquor under and subject to the conditions set forth at M.C.L.A. 436.1703(141).

(h) The following individuals are not considered to be in violation of subsection (a):

(1) A minor who has consumed alcoholic liquor and who voluntarily presents ~~themselves~~~~himself or herself~~ to a health facility or agency for treatment or for observation including, but not limited to, medical examination and treatment for any condition arising from a violation of M.C.L. 750.520~~b~~~~B~~ through M.C.L. 750.520~~g~~~~G~~, committed against a minor.

(2) A minor who accompanies an individual who meets both of the following criteria:

A. Has consumed alcoholic liquor.

B. Voluntarily presents ~~themselves~~~~himself or herself~~ to a health facility or agency for treatment or for observation including, but not limited to, medical examination and treatment for ~~any~~ condition arising from a violation of M.C.L. 750.520~~b~~~~B~~ through M.C.L. 750.520~~g~~~~G~~, committed against a minor.

(3) A minor who initiates contact with a peace officer or emergency medical services personnel for the purpose of obtaining medical assistance for a legitimate health care concern.

(i) If a minor under the age of 18 who is not emancipated under 1968 PA 293, M.C.L. 722.1 to 722.6, voluntarily presents ~~themselves~~~~himself or herself~~ to a health facility or agency for treatment or for observation as provided under subsection (h) of this section, the health facility or agency shall notify the parent or parents, guardian, or custodian of the individual as to the nature of the treatment or observation if the name of a parent, guardian, or custodian is reasonably ascertainable by the health facility or agency.

(j) In a criminal prosecution for the violation of subsection (a) concerning a minor having any bodily alcohol content, it is an affirmative defense that the minor consumed the alcoholic liquor in a venue or location where the consumption is legal.

* * *

694.08 SALE OF TOBACCO PRODUCTS TO ~~MINORS~~~~YOUTHS~~; DEFENSES

(a) No person shall sell, give or furnish any tobacco product to a ~~minor~~~~youth~~. This subsection does not apply to the handling or transportation of a tobacco product by a ~~minor~~~~youth~~ under the terms of that ~~minor~~~~youth~~'s employment.

(b) A person who sells tobacco products retail shall post, in a place close to the point of sale and conspicuous to both employees and customers, a sign produced by the Michigan Department of Community Health which is in compliance with M.C.L.A. 722.641(2) and (3), and includes the following statement: "The purchase of a tobacco product, vapor product, or alternative nicotine product by a minor under 21 years of age and the provision of a tobacco product, vapor

~~product, or alternative nicotine product to a minor are prohibited by law. A minor who unlawfully purchases or uses a tobacco product, vapor product, or alternative nicotine product s by a minor under 18 years of age and the provision of tobacco products to a minor are prohibited by law. A minor unlawfully purchasing or using tobacco products~~ is subject to criminal penalties."

(c) It is an affirmative defense to a violation of this section that the defendant had in force at the time of arrest and continues to have in force, a written policy to prevent the sale of tobacco products, vapor products, or alternative nicotine products, as applicable, to individuals less than 21 years of age to youths, and that the defendant enforced and continues to enforce the policy. A defendant who proposes to offer evidence of ~~the~~is affirmative defense described in this subsection shall file and serve notice of the defense, in writing, upon both the court and the office of the City Attorney, not less than fourteen days before the date initially set for trial. The office of the City Attorney may offer testimony to rebut the affirmative defense described in this subsection by filing and serving a notice of rebuttal, in writing, upon both the court and the defendant. Such notice of rebuttal shall be served not less than seven days before the initial date set for trial, and shall contain the name and address of each rebuttal witness.

* * *

694.09 USE, POSSESSION AND PURCHASE OF TOBACCO PRODUCTS BY MINORS~~YOUTHS~~; DEFENSES.

(a) No minor~~youth~~ shall possess or attempt to possess a tobacco product; or use a tobacco product in a public place.

(b) No youth~~minor~~ shall purchase, attempt to purchase or otherwise obtain or attempt to obtain, tobacco products. No minor~~youth~~ shall use or offer fraudulent identification or fraudulent proof of age to purchase, attempt to purchase, possess, attempt to possess, or otherwise obtain or attempt to obtain, tobacco products.

(c) This section does not interfere with the right of a parent or legal guardian in the rearing and management of his or her minor children or wards within the bounds of his or her own private premises.

(d) This section does not apply to the handling or transportation of a tobacco product by a minor~~youth~~ under the terms of that minor~~youth~~'s employment. This section does not apply to a minor~~youth~~ participating in an undercover operation or compliance checks under the conditions set forth and as authorized by state statute.

694.99 PENALTY.

(a) Unless otherwise provided, a person who violates or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor and shall be fined not more than one hundred dollars (\$100.00) or imprisoned not more than ninety days, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(b) A person who violates Section 694.06(a) is responsible for a state civil infraction or is guilty of a misdemeanor, as follows, punishable by the following fines and sanctions:

(1) For a first violation, the minor is responsible for a state civil infraction and shall be fined not more than one hundred dollars (\$100.00). A court may order a minor to participate in substance use disorder services as defined in Section 6230 of the Public Health Code, Act 368 of the Public Acts of 1978, as amended, being M.C.L.A. 333.6230, and as designated by the Administrator of the Office of Substance Abuse Services, and may order that minor to perform community service and to undergo substance abuse screening and assessment at ~~their~~his or her own expense by a person or agency as designated by the department-designated community mental health entity as defined in Section 100a of the Mental Health Code, 1974 PA 258, M.C.L.A. 330.1100a, in order to determine whether the person is likely to benefit from rehabilitative services, including alcohol or drug education and alcohol or drug treatment programs. A minor may be found responsible or admit responsibility only once under this subsection.

(2) For a second violation of Section 694.06(a) or M.C.L.A. 436.1703, Section ~~70333b(1)~~ of ~~Public Act 58 of 1998 former 1933 (Ex Sess) PA 8~~, or a local ordinance substantially corresponding to M.C.L.A. 436.1703 or Section ~~70333b(1)~~ of ~~Public Act 58 of 1998 former 1933 (Ex Sess) PA 8~~, the minor is guilty of a misdemeanor, and may be fined not more than two hundred dollars (\$200.00), or by imprisonment for not more than thirty days but only if the court finds that the minor violated an order of probation, failed to successfully complete any treatment, screening, or community service ordered by the court, or failed to pay any fine for that conviction or juvenile adjudication, or both. The court may order a minor to participate in substance use disorder services as defined in Section 6230 of the Public Health Code, Act 368 of the Public Acts of 1978, being M.C.L.A. 333.6230, and as designated by the Administrator of the Office of Substance Abuse Services, and may order that minor to perform community service and to undergo substance abuse screening and assessment, at ~~their~~his or her own expense, by a person or agency as designated by the department-designated community mental health entity as defined in Section 100a of the Mental Health Code, 1974 PA 258, being M.C.L.A. 330.1100a, in order to determine whether the person is likely to benefit from rehabilitative services, including alcohol or drug education and alcohol or drug treatment programs. A court may order an individual subject to a misdemeanor conviction or juvenile adjudication of, or placed on probation regarding, a second violation of Section 694.06(a) to submit to a random or regular preliminary chemical breath analysis. The parent, guardian, or custodian of a minor who is less than 18 years of age and not emancipated under 1968 PA 293, M.C.L.A. 722.21 to 722.6, may request a random or regular preliminary chemical breath analysis as part of the probation.

(3) For a third or subsequent violation of Section 694.06(a), or M.C.L.A. 436.1703, Section ~~70333b(1)~~ of ~~Public Act 58 of 1998 former 1933 (Ex Sess) PA 8~~ or, a local ordinance substantially corresponding to M.C.L.A. 436.1703 or Section ~~70333b(1)~~ of ~~Public Act 58 of 1998 former 1933 (Ex Sess) PA 8~~, a fine of not more five hundred dollars (\$500.00), or by imprisonment for not more than sixty days but only if the court finds that the minor violated an order of probation, failed to successfully complete any treatment, screening, or community service ordered by the court, or failed to pay any fine for that conviction or juvenile adjudication, or both, a court may order a minor to participate in substance use disorder services as defined in Section 6230 of the Public Health Code, Act 368 of the Public Acts of 1978, as amended, being M.C.L.A. 333.6230, and as designated by the Administrator of the Office of Substance Abuse Services, and may order that minor to perform community service and to undergo substance abuse screening and assessment, at his or her own expense, by a person or agency as designated by the department-designated community mental health entity as defined in Section 100a of the

Mental Health Code, 1974 PA 258, M.C.L.A. 330.1100a, in order to determine whether the person is likely to benefit from rehabilitative services, including alcohol or drug education and alcohol or drug treatment programs. A court may order an individual subject to a misdemeanor conviction or juvenile adjudication of, or placed on probation regarding, a second violation of Section 694.06(a) to submit to a random or regular preliminary chemical breath analysis. The parent, guardian, or custodian of a minor who is less than 18 years of age and not emancipated under 1968 PA 293, M.C.L.A. 722.21 to 722.6, may request a random or regular preliminary chemical breath analysis as part of the probation.

(Ord. 28-95. Passed 10-3-95; Ord. 17-04. Passed 8-17-04; Ord. 12-3. Passed 7-3-12.)

(c) A person who violates Section 694.06(c) who is not a retail licensee or a retail licensee's clerk, agent, or employee and who violates this subsection shall be fined five hundred dollars (\$500.00) and may be sentenced for up to sixty days imprisonment for a first offense, and shall be fined five hundred dollars (\$500.00) and shall be sentenced to imprisonment for up to ninety days for a second offense, and may be ordered to perform community service.

(d) In addition to the penalties provided in this section, a person who violates Section 694.06 shall be subject to the operator's and chauffeur's license sanctions imposed by the court and the Secretary of State as provided in Section ~~70333b~~ of Public Act 58 of 1998~~the Public Acts of the Extra Session of 1933~~, as amended.

(e) (Reserved)

(f) A person who violates Section 694.08 is guilty of a misdemeanor, punishable by a fine of:

(1) For a first offense, not more than \$100.00; and

(2) For ~~not more than fifty dollars (\$50.00) for each offense.~~ a second offense, not more than \$500.00.

(g) A person who violates Section 694.09 is guilty of a misdemeanor, punishable by a fine of not more than fifty dollars (\$50.00) for each offense. Pursuant to a probation order, the court may also require a person who violates this section to participate in a health promotion and risk assessment program, if available. A probationer who is ordered to participate in a health promotion and risk reduction assessment program under this section is responsible for the costs of participating in the program. In addition, a person who violates this section is subject to the following:

(1) For the first violation the court may order the person to do one of the following:

A. Perform not more than sixteen hours of community service in a hospice, nursing home, or long-term care facility.

B. Participate in a health promotion and risk reduction program.

(2) For a second violation, in addition to participation in a health promotion and risk reduction program, the court may order the person to perform not more than thirty-two hours of community service in a hospice, nursing home, or long-term care facility.

(3) For a third and subsequent violation in addition to participation in a health promotion and risk reduction program, the court may order the person to perform not more than forty-eight hours of community service in a hospice, nursing home, or long-term care facility.

CHAPTER 694
Youth and Minor Offenses

- 694.01 Definitions.
- 694.02 Curfew for Child Under the Age of 16.
- 694.03 Parental responsibility re curfew.
- 694.04 Children in amusement places.
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CROSS REFERENCES

- Malicious destruction of property by minors - see M.C.L.A. Sec. 600.2913
- Traffic violations by minors - see TRAF. 410.04(U.T.C. 2.10a)
- Sales of alcoholic beverages to minors - see GEN. OFF. 604.05
- Purchases by pawnbrokers from minors - see B.R. & T. 836.03

694.01 DEFINITIONS.

As used in this chapter:

- (a) "Alcoholic liquor" means any spirituous, vinous, malt, or fermented liquor, powder, liquids, and compounds, whether or not medicated, proprietary, patented, and by whatever name called, containing $\frac{1}{2}$ of 1% or more of alcohol by volume that are fit for use for food purposes or beverage purposes as defined and classified by the Liquor Commission according to alcoholic content as belonging to one of the varieties defined in M.C.L.A. 436.1105.
- (b) "Any bodily alcohol content" means either of the following:
 - (1) An alcohol content of 0.02 grams or more per 100 milliliters of blood, per 210 liters of breath, or per 67 milliliters of urine.
 - (2) Any presence of alcohol within a person's body resulting from the consumption of alcoholic liquor, other than consumption of alcoholic liquor as a part of a generally recognized religious service or ceremony.
- (c) "Child" means any person less than seventeen years of age.
- (d) "Emergency" means unforeseen circumstances or a resulting state or condition requiring immediate action, such as a fire, natural disaster, accident, illness or similar situation requiring immediate action to prevent or treat serious injury or loss to person or property.
- (e) "Establishment" means any privately-owned place of business or premises operated for a profit to which the public is invited, including any place of amusement or entertainment.
- (f) "Guardian" means a person ordered to be such by a court or a public or private agency to provide care, custody or control of a youth.
- (g) "Minor" means any person less than twenty-one years of age.
- (h) "Nonpublic school" means a state-approved private, denominational or parochial school giving educational instruction to children below the age of sixteen.

(i) "Parent" means a person who is a natural, adoptive or step-parent or someone at least eighteen years old authorized in writing by a parent or guardian, and who has legal care, custody or control of a youth or child.

(j) "Public place" means any place to which the public has access and includes, but is not limited to, any street, highway, road, alley, park, playground or other public grounds, public places, public buildings and vacant lots.

(k) "Public school" is as defined in the School Code of 1976, being M.C.L.A. 380.5, which includes a public school academy.

(l) "Temporary care facility" means a non-locked, non-restrictive shelter at which a child may wait under supervision to be retrieved by a parent.

(m) "Tobacco products" means any product that contains tobacco and is intended for human consumption, including, but not limited to: cigarettes; cigars; non-cigarette smoking tobacco, which means tobacco sold in liquid, loose, or bulk form, that is intended for consumption by smoking and includes, but is not limited to, pipe tobacco and roll-your-own cigarette tobacco; and smokeless tobacco, which includes, but is not limited to, vapes, chewing tobacco and tobacco snuff.

(1) "Chewing tobacco" means shredded, powdered, or pulverized tobacco that may be inhaled through the nostrils, chewed, or placed against the gums.

(2) "Tobacco snuff" means shredded, powdered, or pulverized tobacco that may be inhaled through the nostrils, chewed, or placed against the gums.

(n) "Use a tobacco product" means any of the following:

(1) The carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device.

(2) The inhaling or chewing of a tobacco product.

(3) The placing of a tobacco product within a person's mouth.

(o) "Youth" means any person less than eighteen years of age.

694.02 CURFEW FOR CHILD UNDER THE AGE OF 16.

(a) Purpose. The purpose of this section is to serve the following important and compelling governmental interests:

(1) Promote the general welfare and protect the general public through the reduction of juvenile crime within the City;

(2) Promote the safety and well-being of the City's youngest residents, those persons under the age of sixteen, whose inexperience renders them particularly vulnerable to becoming participants in unlawful activities, and to being victimized by older perpetrators of crime; and

(3) Foster and strengthen parental responsibility for children.

(4) Complement school attendance laws and reduce child truancy.

(b) Nighttime Curfew.

(1) No child under the age of 16 shall be in, on or about any public place or establishment in the City between the hours of 10:00 p.m. to 6:00 a.m. of the following day, except that on Friday and Saturday nights the prohibition for a child fifteen years of age shall be between the hours of 11:00 p.m. to 6:00 a.m. of the following day.

(2) The provisions of paragraph (b)(1) hereof do not apply in any of the following circumstances:

- A. The child is accompanied by their parent or guardian.
- B. Where the child is involved in an emergency.
- C. The child is upon an errand directed by their parent or guardian.
- D. When the child is going directly to, attending or returning directly from a religious, municipal, school sponsored activity or event or a similar type of organized civic activity or event.
- E. The child is engaged in, or going directly to or returning directly from their place of lawful employment.
- F. The child is exercising First Amendment rights as protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right to assembly with the permission of their parent or guardian.

G. While the child is in a motor vehicle engaged in either interstate or intra-state travel with the permission of their parent or guardian, beginning, ending or through the City.

(c) Daytime Curfew During School Hours.

(1) No child who is subject to compulsory education under any applicable state statute, shall be in, on or about any public place or establishment in the City, between the hours of 7:30 a.m. to 2:30 p.m. of the same day, or other hours as designated by the respective public school or non-public school that the child is, or would be, required to attend under state law, on days when the child's school is in session.

(2) The provisions of subsection (c)(1) do not apply in any of the following circumstances:

- A. The child is accompanied by a parent or legal guardian.
- B. The child is involved in an emergency.
- C. The child is upon an errand directed by a parent, legal guardian or other authorized adult person having the care or custody of the child.
- D. The child is going directly to, attending, or returning directly from a religious, municipal, school sponsored activity or event or a similar type of organized civic activity or event.
- E. The child is engaged in, or going directly to or returning directly from their place of lawful employment.
- F. The child is exercising First Amendment rights as protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right to assembly with the permission of their parent or guardian.
- G. While the child is in a motor vehicle engaged in either interstate or intra-state travel with the permission of their parent or guardian, beginning, ending or through the City.
- H. The child is going directly to, attending or returning directly from a medical, dental, or optical appointment.
- I. The child is permitted to leave their school's campus and the child has in their possession a valid, school-issued, off-campus permit.
- J. The child is being schooled at the child's home, or other selected venue, by their parent or legal guardian in an educational program as required or permitted by state law.

(d) Enforcement.

(1) Before taking any enforcement action under this section, a police officer shall ask the apparent offender's age and reason for being in a public place or establishment. The officer shall not issue an appearance ticket or make an arrest unless the officer reasonably believes and has probable cause that a violation of this section has occurred and that, based on any response from the child and other circumstances known to the officer that no exception is present.

(2) A child placed under arrest by a police officer for a violation of subsection (c) hereof, shall as soon as practicable: be released to their parent or guardian; or be placed in a temporary care facility until released to their parent or guardian. A child waiting in a temporary care facility shall not be handcuffed or otherwise secured except for the safety of the child or others.

* * *

694.04 CHILDREN IN AMUSEMENT PLACES.

(a) No person operating a place of amusement and entertainment in the City shall permit any child to enter such place of amusement and entertainment during the hours prohibited by Section 694.02.

(b) Subsection (a) hereof shall not apply when the child is accompanied by their parent, guardian or other adult person having the care and custody of the child.

694.05 CITATION TO JUVENILE COURT FOR CURFEW VIOLATIONS.

(a) Any police officer may, without a warrant, take into custody any child under the age of 16 found violating any of the provisions of Section 694.02 and detain such child for a reasonable time until the parent, guardian or other person having the care and custody of such child is notified of such violation and detention.

(b) A child under the age of 16 violating any of the provisions of Section 694.02 shall be deemed a delinquent or neglected child, as defined by the laws of the State of Michigan, and shall be brought before the Juvenile Division of the Probate Court having jurisdiction over such child.

694.06 PURCHASE OR POSSESSION OF ALCOHOLIC LIQUOR BY MINORS; MISREPRESENTATIONS; EXCEPTIONS; VIOLATIONS.

(a) No minor shall purchase or attempt to purchase alcoholic liquor, consume or attempt to consume alcoholic liquor, or possess or attempt to possess alcoholic liquor, or have any bodily alcohol content except as permitted in this section.

(b)(1) No person shall furnish fraudulent identification to a minor for the purpose of purchasing or otherwise obtaining alcoholic liquor.

(2) No minor shall use fraudulent identification to purchase or otherwise obtain alcoholic liquor.

(c) Upon determining that a youth who is not emancipated pursuant to Act 293 of the Public Acts of 1968, as amended, and who has allegedly consumed, possessed, purchased, had any bodily alcohol content, or attempted to consume, possess or purchase alcoholic liquor in violation of this section, the Police Department shall notify the parent or parents, the custodian or the guardian of the youth as required by Section 703 of Act 58 of 1998, as amended.

(d) This section shall not be construed to prohibit a minor from possessing alcoholic liquor during regular working hours and in the course of their employment, if employed by a State licensee, the Liquor Control Commission or an agent of the Liquor Control Commission, if the alcoholic liquor is not possessed for their personal consumption.

(e) The consumption of alcoholic beverages by a minor who is enrolled in a course offered by an accredited post-secondary educational institution in an academic building of the institution under the supervision of a faculty member shall not be prohibited by this section if the purpose is solely educational and a necessary ingredient of the course.

(f) The consumption by a minor of sacramental wine in connection with religious services at a church, synagogue or temple is not prohibited by this section.

(g) Subsection (a) hereof does not apply to a minor who participates in an undercover operation in which the minor purchases or receives alcoholic liquor under and subject to the conditions set forth at M.C.L.A. 436.1703(14).

(h) The following individuals are not considered to be in violation of subsection (a):

(1) A minor who has consumed alcoholic liquor and who voluntarily presents themselves to a health facility or agency for treatment or for observation including, but not limited to, medical examination and treatment for any condition arising from a violation of M.C.L. 750.520b through M.C.L. 750.520g, committed against a minor.

(2) A minor who accompanies an individual who meets both of the following criteria:

A. Has consumed alcoholic liquor.

B. Voluntarily presents themselves to a health facility or agency for treatment or for observation including, but not limited to, medical examination and treatment for any condition arising from a violation of M.C.L. 750.520b through M.C.L. 750.520g, committed against a minor.

(3) A minor who initiates contact with a peace officer or emergency medical services personnel for the purpose of obtaining medical assistance for a legitimate health care concern.

(i) If a minor under the age of 18 who is not emancipated under 1968 PA 293, M.C.L. 722.1 to 722.6, voluntarily presents themselves to a health facility or agency for treatment or for observation as provided under subsection (h) of this section, the health facility or agency shall notify the parent or parents, guardian, or custodian of the individual as to the nature of the treatment or observation if the name of a parent, guardian, or custodian is reasonably ascertainable by the health facility or agency.

(j) In a criminal prosecution for the violation of subsection (a) concerning a minor having any bodily alcohol content, it is an affirmative defense that the minor consumed the alcoholic liquor in a venue or location where the consumption is legal.

* * *

694.08 SALE OF TOBACCO PRODUCTS TO MINORS; DEFENSES

(a) No person shall sell, give or furnish any tobacco product to a minor. This subsection does not apply to the handling or transportation of a tobacco product by a minor under the terms of that minor's employment.

(b) A person who sells tobacco products retail shall post, in a place close to the point of sale and conspicuous to both employees and customers, a sign produced by the Michigan Department of Community Health which is in compliance with M.C.L.A. 722.641(2) and (3), and includes the following statement: "The purchase of a tobacco product, vapor product, or alternative nicotine product by a minor under 21 years of age and the provision of a tobacco product, vapor product, or alternative nicotine product to a minor are prohibited by law. A minor who

unlawfully purchases or uses a tobacco product, vapor product, or alternative nicotine product is subject to criminal penalties."

(c) It is an affirmative defense to a violation of this section that the defendant had in force at the time of arrest and continues to have in force a written policy to prevent the sale of tobacco products, vapor products, or alternative nicotine products, as applicable, to individuals less than 21 years of age and that the defendant enforced and continues to enforce the policy. A defendant who proposes to offer evidence of the affirmative defense described in this subsection shall file and serve notice of the defense, in writing, upon both the court and the office of the City Attorney, not less than fourteen days before the date initially set for trial. The office of the City Attorney may offer testimony to rebut the affirmative defense described in this subsection by filing and serving a notice of rebuttal, in writing, upon both the court and the defendant. Such notice of rebuttal shall be served not less than seven days before the initial date set for trial, and shall contain the name and address of each rebuttal witness.

* * *

694.09 USE, POSSESSION AND PURCHASE OF TOBACCO PRODUCTS BY MINORS; DEFENSES.

(a) No minor shall possess or attempt to possess a tobacco product; or use a tobacco product in a public place.

(b) No minor shall purchase, attempt to purchase or otherwise obtain or attempt to obtain, tobacco products. No minor shall use or offer fraudulent identification or fraudulent proof of age to purchase, attempt to purchase, possess, attempt to possess, or otherwise obtain or attempt to obtain, tobacco products.

(c) This section does not interfere with the right of a parent or legal guardian in the rearing and management of their minor children or wards within the bounds of their own private premises.

(d) This section does not apply to the handling or transportation of a tobacco product by a minor under the terms of that minor's employment. This section does not apply to a minor participating in an undercover operation or compliance checks under the conditions set forth and as authorized by state statute.

694.99 PENALTY.

(a) Unless otherwise provided, a person who violates or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor and shall be fined not more than one hundred dollars (\$100.00) or imprisoned not more than ninety days, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(b) A person who violates Section 694.06(a) is responsible for a state civil infraction or is guilty of a misdemeanor, as follows, punishable by the following fines and sanctions:

(1) For a first violation, the minor is responsible for a state civil infraction and shall be fined not more than one hundred dollars (\$100.00). A court may order a minor to participate in substance use disorder services as defined in Section 6230 of the Public Health Code, Act 368 of the Public Acts of 1978, as amended, being M.C.L.A. 333.6230, and as designated by the

Administrator of the Office of Substance Abuse Services, and may order that minor to perform community service and to undergo substance abuse screening and assessment at their own expense by a person or agency as designated by the department-designated community mental health entity as defined in Section 100a of the Mental Health Code, 1974 PA 258, M.C.L.A. 330.1100a, in order to determine whether the person is likely to benefit from rehabilitative services, including alcohol or drug education and alcohol or drug treatment programs. A minor may be found responsible or admit responsibility only once under this subsection.

(2) For a second violation of Section 694.06(a) or M.C.L.A. 436.1703, Section 703 of Public Act 58 of 1998, or a local ordinance substantially corresponding to M.C.L.A. 436.1703 or Section 703 of Public Act 58 of 1998, the minor is guilty of a misdemeanor, and may be fined not more than two hundred dollars (\$200.00), or by imprisonment for not more than thirty days but only if the court finds that the minor violated an order of probation, failed to successfully complete any treatment, screening, or community service ordered by the court, or failed to pay any fine for that conviction or juvenile adjudication, or both. The court may order a minor to participate in substance use disorder services as defined in Section 6230 of the Public Health Code, Act 368 of the Public Acts of 1978, being M.C.L.A. 333.6230, and as designated by the Administrator of the Office of Substance Abuse Services, and may order that minor to perform community service and to undergo substance abuse screening and assessment, at their own expense, by a person or agency as designated by the department-designated community mental health entity as defined in Section 100a of the Mental Health Code, 1974 PA 258, being M.C.L.A. 330.1100a, in order to determine whether the person is likely to benefit from rehabilitative services, including alcohol or drug education and alcohol or drug treatment programs. A court may order an individual subject to a misdemeanor conviction or juvenile adjudication of, or placed on probation regarding, a second violation of Section 694.06(a) to submit to a random or regular preliminary chemical breath analysis. The parent, guardian, or custodian of a minor who is less than 18 years of age and not emancipated under 1968 PA 293, M.C.L.A. 722.1 to 722.6, may request a random or regular preliminary chemical breath analysis as part of the probation.

(3) For a third or subsequent violation of Section 694.06(a), or M.C.L.A. 436.1703, Section 703 of Public Act 58 of 1998, a local ordinance substantially corresponding to M.C.L.A. 436.1703 or Section 703 of Public Act 58 of 1998, a fine of not more five hundred dollars (\$500.00), or by imprisonment for not more than sixty days but only if the court finds that the minor violated an order of probation, failed to successfully complete any treatment, screening, or community service ordered by the court, or failed to pay any fine for that conviction or juvenile adjudication, or both, a court may order a minor to participate in substance use disorder services as defined in Section 6230 of the Public Health Code, Act 368 of the Public Acts of 1978, as amended, being M.C.L.A. 333.6230, and as designated by the Administrator of the Office of Substance Abuse Services, and may order that minor to perform community service and to undergo substance abuse screening and assessment, at their own expense, by a person or agency as designated by the department-designated community mental health entity as defined in Section 100a of the Mental Health Code, 1974 PA 258, M.C.L.A. 330.1100a, in order to determine whether the person is likely to benefit from rehabilitative services, including alcohol or drug education and alcohol or drug treatment programs. A court may order an individual subject to a misdemeanor conviction or juvenile adjudication of, or placed on probation regarding, a second violation of Section 694.06(a) to submit to a random or regular preliminary chemical breath analysis. The parent, guardian, or custodian of a minor who is less than 18 years

of age and not emancipated under 1968 PA 293, M.C.L.A. 722.1 to 722.6, may request a random or regular preliminary chemical breath analysis as part of the probation.

(Ord. 28-95. Passed 10-3-95; Ord. 17-04. Passed 8-17-04; Ord. 12-3. Passed 7-3-12.)

(c) A person who violates Section 694.06(c) who is not a retail licensee or a retail licensee's clerk, agent, or employee and who violates this subsection shall be fined five hundred dollars (\$500.00) and may be sentenced for up to sixty days imprisonment for a first offense, and shall be fined five hundred dollars (\$500.00) and shall be sentenced to imprisonment for up to ninety days for a second offense, and may be ordered to perform community service.

(d) In addition to the penalties provided in this section, a person who violates Section 694.06 shall be subject to the operator's and chauffeur's license sanctions imposed by the court and the Secretary of State as provided in Section 703 of Public Act 58 of 1998, as amended.

(e) (Reserved)

(f) A person who violates Section 694.08 is guilty of a misdemeanor, punishable by a fine of:

- (1) For a first offense, not more than \$100.00; and
- (2) For a second offense, not more than \$500.00.

(g) A person who violates Section 694.09 is guilty of a misdemeanor, punishable by a fine of not more than fifty dollars (\$50.00) for each offense. Pursuant to a probation order, the court may also require a person who violates this section to participate in a health promotion and risk assessment program, if available. A probationer who is ordered to participate in a health promotion and risk reduction assessment program under this section is responsible for the costs of participating in the program. In addition, a person who violates this section is subject to the following:

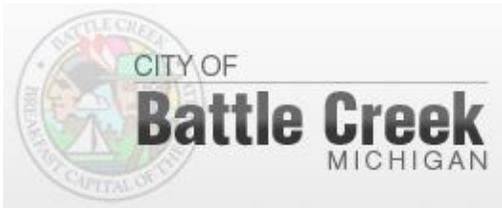
(1) For the first violation the court may order the person to do one of the following:

A. Perform not more than sixteen hours of community service in a hospice, nursing home, or long-term care facility.

B. Participate in a health promotion and risk reduction program.

(2) For a second violation, in addition to participation in a health promotion and risk reduction program, the court may order the person to perform not more than thirty-two hours of community service in a hospice, nursing home, or long-term care facility.

(3) For a third and subsequent violation in addition to participation in a health promotion and risk reduction program, the court may order the person to perform not more than forty-eight hours of community service in a hospice, nursing home, or long-term care facility.



General Detail NO.

Minutes for the June 18, 2024 City Commission Regular Meeting

BATTLE CREEK, MICHIGAN - 7/2/2024

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Minutes for the June 18, 2024 City Commission Regular Meeting

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Minutes_for_the_June_18__2024_City_Commission_Regular_Meeting.pdf	Minutes for the June 18, 2024 City Commission Regular Meeting



Agenda: Battle Creek City Commission

Meeting Date: June 18, 2024- 7:00 PM

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

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

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 Bagley, Police Chief

Bill Beaty, Fire Chief

Phil Krol, Aviation Director

Helen Guzzo, Community Development
Manager

Joby Puruker, Service Desk Tech

Jill Steele, City Attorney

Ted Dearing, Assistant City Manager

Aaron Kuhn, Revenue Services Director

Michelle Hull, Human Resource Director

Steve Skalski, Director of Public Works

Amanda Woodin, Asst. Revenue Services
Director

INVOCATION

PLEDGE OF ALLEGIANCE

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

ROLL CALL

PROCLAMATIONS AWARDS

Beautiful Battle Creek Awards

Mayor Behnke presented the Beautiful Battle Creek Awards.

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

There were no added or deleted resolutions.

PETITIONS COMMUNICATIONS REPORTS

There were no petitions, communications or reports.

PUBLIC COMMENTS REGARDING CONSENT AGENDA AND RESOLUTIONS NOT ON CONSENT AGENDA

Jeff Franklin, BCATS, commented on resolutions 472 and 479.

David Wayne Adams commented on the resolutions on the agenda.

Autumn Smith also commented on the resolutions on the agenda.

John Kenefick commented on resolution 472 regarding a transit study and resolution 482 regarding Cereal City Development.

(Limited to three minutes per individual)

COMMISSION COMMENT REGARDING MEETING BUSINESS

There were no Commission comments.

CONSENT AGENDA

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

Minutes for the June 4, 2024 City Commission Regular Meeting

City Manager's Report for June 18, 2024

Review Committee Meeting Minutes for June 12, 2024

CONSENT RESOLUTIONS

467 A Resolution reappointing David Schweitzer and Mark Steinbrunner to the Lakeview Downtown Development Authority Board.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

SMITH, SOFIA

MOTION PASSED

468 A Resolution appointing Michael Hall and Skyler Huber as new members to the Sustainable Battle Creek Committee.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

469 A Resolution reappointing Terry Youmans to the Battle Creek Transit Local Coordinating Committee.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

470 A Resolution seeking approval of the fiscal year 2023-2024 amended budget for the Battle Creek Local Development Finance Authority (LDFA).

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

471 A Resolution seeking adoption of the fiscal year 2024-2025 budget for the Battle Creek Local Development Finance Authority (LDFA).

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: PATRICK O'DONNELL

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

MOTION PASSED

472 A Resolution seeking approval for the City of Battle Creek to participate in the funding of the FY 2025 local share cost of the Battle Creek Area Transportation Study.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: PATRICK O'DONNELL

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

MOTION PASSED

473 A Resolution seeking authorization of payment of invoice #50578.B dated June 3, 2024, in the amount of \$51,700.00 to Keystone Conveyor Corporation for emergency wastewater sludge cake loading conveyor parts.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: PATRICK O'DONNELL

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

MOTION PASSED

474 A Resolution seeking authorization for the City Manager to enter into Contract No. CS&PMFRF2024 with the Michigan Department of Transportation (MDOT) for Crack Seal and/or Paint Marking at the Battle Creek Executive Airport at Kellogg Field.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: PATRICK O'DONNELL

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

SMITH, SOFIA

MOTION PASSED

475 A Resolution seeking authorization for the City Manager to execute a Quit Claim Deed to Rokena Coy who is purchasing 180 Maryland Drive, Parcel No. 13-52-3500-00-140-0, from the Battle Creek Housing Commission.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

476 A Resolution seeking authorization for the City Manager to execute a Quit Claim Deed to Jasmine and Bernard Richardson-Johnson who are purchasing 222 Hillsdale Street, Parcel No. 13-52-3500-00-150-0, from the Battle Creek Housing Commission.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION OTHER

477 A Resolution seeking authorization of the sale of vacant, tax-reverted property Parcel numbers 5790-00-074-0, 3660-00-001-0, 3660-00-002-0, 1530-00-029-0.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

- 478 A Resolution seeking authorization for the City Manager to execute an Easement Agreement with PWS Holdings 23 Battle Creek LLC for the purpose of a sidewalk easement and a fire hydrant easement upon Parcel No. 13-52-0615-40-000-0.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

- 479 A Resolution seeking authorization for the City Manager to sign Contract No. 24-5169 with the Michigan Department of Transportation for chip seal, fog seal, and permanent pavement markings along Helmer Road from Gethings Road to Columbia Avenue, along Hamblin Avenue from Washington Avenue to Division Street, along Kendall Street from Dickman Avenue to Michigan Avenue, and along West Territorial Road from Helmer Road to Capital Avenue.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

- 480 A Resolution requesting authorization for the City Manager to accept the proposal from Midwest Employers Casualty Company to provide Excess Workers' Compensation Insurance services for the period of 7/1/2024 through 6/30/2025 at a total cost of \$93,368.00.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

- 481 A Resolution seeking approval for the Fiscal Year 2023-2024 year-end budget adjustments for the City's General Fund (Fund 101), Local Street Fund (Fund

203), and Michigan Justice Training Fund (Fund 270).

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

482 A Resolution seeking authorization for the City Manager to execute a Management Agreement with Cereal City Development Corporation regarding Kellogg Arena, Festival Market Square and other assistance.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

483 A Resolution seeking approval to set a Closed Session to review confidential employment applications for the position of City Attorney.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

GENERAL PUBLIC COMMENT

David Moore requested additional meeting information be included in the local newspaper.

Kathy Antaya announced the arrival of former Mayor Maude Bristol Perry, thanking her for her contributions to the community.

J.R. Reynolds complimented the work of the Department of Public Works for their continued work on the Linear Path, allowing residents to bike, walk or run, also thanking city staff for their courteous behavior.

Barry Adams commented on the Marshall Mega Site.

Rebekah Sebring also commented on the Marshall Mega Site.

Autumn Smith made a statement about content discrimination and Non-Disclosure Agreements with the MEDC.

Reece Adkins thanked Mayor Behnke for the information he shares on social media. Mr. Adkins also commented on the difficulty those with prior felony convictions have finding housing.

(Limited to three minutes per individual)

COMMISSION COMMENTS

Comm. O'Donnell expressed appreciation for all of the community events in the city the last several weeks, also asking residents to be more careful when driving to protect residents.

Comm. Ballard commented on the difficulty those with prior felonies have finding housing. Comm. Ballard also noted the many times he has witnessed drivers violating traffic laws.

Comm. Simmons shared an experience his wife had with an aggressive driver, noting increased traffic enforcement in the next few weeks.

RECESS

The Commission recessed to Closed Session at 7:48 pm.

CLOSED SESSION

RETURN FROM RECESS

The Commission returned from Closed Session at 8:31 pm.

SELECTION OF CANDIDATES TO BE INTERVIEWED

Motion to
Moved By:
Supported By:

Vice Mayor Sofia shared that the Commission received 5 candidate applications, noting 4 of the candidates did not meet the qualifications.

MOTION

CANDIDATE INTERVIEWS

Motion to
Moved By:
Supported By:

Mr. Kim was invited into chambers to meet the commissioners and to discuss his experience.

Mr. William Kim stated he is currently the City Attorney for the City of Flint, being hired in 2015 as the Assistant City Attorney, primarily for federal litigation, and then promoted to City Attorney in 2022. Mr. Kim noted he previously worked for the State of Michigan in the office of Financial Insurance Regulation, and the City of Lansing as Assistant City Attorney, as legal advisor to the Police Department for criminal cases and civil litigation. Mr. Kim stated he has experience with civil rights litigation from Lansing and Flint, in his role as legal advisor to both police departments.

Mr. Kim noted he understands his role is to support elected officials who create and set policy, and staff who carry out those policies. Mr. Kim shared he has acted as FOIA coordinator, providing advice to city department staff. As to the Open Meetings Act, Mr. Kim stated he would follow the rules and statutes applicable. As to litigation, Mr. Kim shared he has experience in both civil and criminal litigation, also noting he led the City of Flint's legal response to the water crisis.

Mr. Kim expressed appreciation for the City's strategic work plan, noting concrete goals and intentions. As to ordinances, Mr. Kim noted he has drafted several ordinances, and amendments, with experience working with elected officials and staff to ensure understanding of what they want to accomplish, noting there may be some restrictions due to other laws, but researches alternatives.

As to challenges, Mr. Kim noted municipalities have experienced difficulties recruiting staff, as they are competing with private industry, while they stay reasonably competitive with salary and benefits.

Mr. Kim noted the importance of keeping lines of communication open, noting an open door policy and his availability to be contacted by phone. To mediate conflicts between elected officials and staff, Mr. Kim stated it would be dependent upon the issue and the source of conflict.

Mr. Kim also noted negotiating is a constant responsibility, noting the importance of protecting the city while ensuring respect of long term relationships, stating he would work with staff and subject matter experts to provide expertise.

Mr. Kim expressed appreciation to the City and the Commission, stating he has researched how the Commission interacts with each other and staff.

MOTION

DELIBERATION AND SELECTION OF CITY ATTORNEY CANDIDATE WITH WHOM TO ENTER INTO CONTRACT NEGOTIATIONS

Motion to Approve

Moved By: CARLA REYNOLDS

Supported By: CHRISTOPHER SIMMONS

To Authorize the Mayor and Vice Mayor to enter into negotiations with Mr. Kim for the position of City Attorney.

Vice Mayor Sofia noted Mr. Kim has been in the city today, meeting with senior staff and touring the city.

Ms. Fleury and Attorney Steele shared that Mr. Kim was able to answer questions from Senior Staff, noting he understood municipal government lingo, was personable and approachable, admitting when he did not have experience in a related field. Mr. Kim has experience with the Administrative Hearing Bureau in Flint, demonstrating knowledge and experience needed, which was reassuring to current City Attorney staff members.

Commissioners discussed Mr. Kim's experience and knowledge, asking the City Attorney as to the next steps.

Attorney Steele stated the commission had 2 options, the first to move forward by authorizing the Mayor to enter into negotiations with Mr. Kim, the second to take more time to investigate Mr.

Kim's background and references.

Ayes: Ballard, Lance, Morris, O'Donnell, Behnke, Reynolds, Simmons, Smith, Sofia
Nays: None

MOTION APPROVED

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

MOTION PASSED

ADJOURNMENT

Mayor Behnke adjourned the meeting at 9:03 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.

Ambulance Report for May 2024

BATTLE CREEK, MICHIGAN - 7/2/2024

**AMBULANCE SERVICES
MONTHLY PERFORMANCE REPORT**

Report for the month of May 2024

Life Care Ambulance Service

Life Care Ambulance Service is under Contract with the City of Battle Creek effective June 2, 1998.

Under the Contract, they are requested to meet the following criteria at a minimum of 90% of all calls per month:

Life-threatening emergency runs throughout the City -- 8 Minutes, 30 Seconds

Life-threatening emergency runs per Ward -- 9 Minutes, 30 Seconds

Priority 3 Responses -- 15 Minutes

Life-threatening Emergencies City-wide

Number of runs for the month 620. Percentage of runs accomplished within guidelines 81.77%

Life-threatening Emergencies per Ward

	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5
Number of Runs	91	213	109	94	112
Percentage Achieved	81.3%	92.0%	88.07%	94.7%	82.14%

Priority 3 Responses

Number of runs for the month 441. Percentage of runs accomplished within guidelines 87.53%

Battle Creek City Commission

7/2/2024

Action Summary

Staff Member: Victoria Houser, City Clerk

Department: City Clerk

SUMMARY

Ambulance Report for May 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name

Description

No Attachments Available



General Detail NO.

City Manager's Report for July 2, 2024

BATTLE CREEK, MICHIGAN - 7/2/2024

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

City Manager's Report for July 2, 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
City_Manager_Report_07022024.pdf	City Manager's Report for July 2, 2024

MEMO

Date: 07/02/2024
To: Mayor and City Commission
From: Rebecca L. Fleury, City Manager
RE: City Manager's July 02, 2024, Agenda Report

10-2024

A Proposed Ordinance Introduction, #10-2024, to amend Section 08 of Chapter 882 Real Estate Taxation, by amending the terms of the Payment in Lieu of Taxes (PILOT) to reflect the new ownership and financing for "Westbrook Place."

Westbrook Place Apartments is a six-story mid/high-rise building with 69 units of multi-family affordable residential housing for persons who are 50 and over.

Originally constructed as a hospital in 1940, the property underwent extensive renovation and conversion in 2006. It is currently used as an elderly-designated affordable rental apartment complex, subject to restricted rents and regulations under Section 42 of the Low-Income Housing Tax Credit (LIHTC) program.

The current PILOT ordinance provides an annual service payment of 4% of the Contract Rents. The Developer is requesting that the PILOT remain the same at 4%. The current PILOT is set to expire at the end of 2024.

On December 23, 2021, the property was sold and is now owned by Westbrook Preservation, Limited Dividend Housing Association, LLC, with Full Circle Communities (FCC) as the project developer. FCC is requesting a renewal of the PILOT, reflected here in an ordinance amendment, showing the new owner as the "Sponsor," and to provide a renewal of the length of the PILOT as the owner/developer seek to apply for additional funds to rehabilitate the property.

FCC indicates that central to its "mission is the recognition that housing, supportive services, and social services are interconnected. As a result, FCC dedicates at least 75% of cash flow and developer's fees to providing services for residents. This service-rich housing model promotes stability, independence, and serves as the foundation for opportunity and enrichment."

FCC further indicates that Westbrook Place cannot be preserved without an extension of the existing PILOT. "An extension is also necessary to prepare the property for a competitive LIHTC application to receive an allocation to perform necessary maintenance and repairs.

The proposed ordinance has also been amended to better reflect the template ordinance recommended by MSHDA and to extend the terms that would otherwise expire at the end of 2024.

This Proposed Ordinance Introduction, #10-2024, would amend Section 08 of Chapter 882 Real Estate Taxation, by amending the terms of the Payment in Lieu of Taxes (PILOT) to reflect the new ownership and financing for "Westbrook Place." **Introduction is Recommended.**

11-2024

A Proposed Ordinance Introduction, #11-2024, to amend the Zoning Code for the City of Battle Creek.

These proposed amendments to the City's Zoning Code will clarify the intended use of accessory dwellings and provide requirements for maximum height and setbacks, remove the Agri-Tourism as a Special Use in the Green and R1-R as it does not align with stated purpose of the districts, and amends the sign ordinance to better align with common signage locations for hotels while limiting the overall area of the sign to 200 square feet.

This Proposed Ordinance Introduction would amend the Zoning Code for the City of Battle Creek as described. **Introduction is Recommended.**

12-2024

A Proposed Ordinance, #12-2024, to amend the Chapter Title, as well as Sections 01, 02, 04 - 06, 08, 09, and 99, of Chapter 694 "Youth Offenses," by making it consistent with state law, replacing outdated statutory references, and ungendering language.

This chapter of ordinances was initially enacted in 1995 to set out what are called status offenses - those which are illegal based upon the age of the violator - in this instance, youth and minors. The sections related to tobacco and alcohol mirror the state law. Almost all sections of this Chapter are proposed to be revised, to either amend the definitions consistent with state law, to replace references to state law that have either been repealed or amended, and to ungender language, consistent with the directive of the City Commission when the Charter was amended in March of 2020.

This Proposed Ordinance, #12-2024, would amend the Chapter Title, as well as Sections 01, 02, 04 - 06, 08, 09, and 99, of Chapter 694 "Youth Offenses," by making it consistent with state law, replacing outdated statutory references, and ungendering language. **Introduction is Recommended.**

486

A Resolution identifying the 2024-2025 work plan and measures of success for City Manager Rebecca Fleury's evaluation criteria.

Section 6 of City Manager Fleury's employment contract provides that she will be evaluated bi-annually on specific criteria developed jointly and approved by the City Commission and Ms. Fleury. This will be communicated to her at the beginning of the evaluation period.

At the CMPE meeting on June 17, 2024, City Manager Fleury shared the most recent updates from staff regarding work plan progress. At that meeting, the CMPE determined that the 2024-2025 was ready to be presented to the entire Commission for adoption.

This Resolution identifies the 2024-2025 work plan and measures of success for City Manager Rebecca Fleury's evaluation criteria. **Approval is Recommended.**

487

A Resolution seeking acceptance of the proposal of best value from Michigan Transportation Connection, Inc., to provide consultant services to the Transportation Authority of Calhoun County (TACC) in a not-to-exceed amount of \$201,000.00.

The Transportation Authority of Calhoun County (TACC) was established in 2023 and includes within its boundaries the cities of Albion, Battle Creek, Marshall, and Springfield.

In order to facilitate its work, the TACC is seeking a consultant to create the framework for the Authority's operations including governing roles and responsibilities and policies and procedures, and assist the TACC with educational materials, budget development and other activities as needed to form and sustain a fully functioning transit authority.

An RFP was issued on April 5, 2024, seeking proposals from qualified vendors. We received one proposal from Michigan Transportation Connection, Inc., who has the experience the TACC requires and has been approved by the TACC. The TACC will direct work to be done on a time and materials basis, with a not-to-exceed amount of \$201,000.00. There are no restrictions on accepting a single bid with federal money.

The consultant services will be paid for by funds set aside by each of the participating jurisdictions at the time that the TACC was formed. Calhoun County has also committed funds for the work. The

City has agreed to hold the contract on behalf of the contributing partners. The City's contribution is being funded by American Rescue Plan Act (ARPA) dollars.

This Resolution seeks acceptance of the proposal of best value from Michigan Transportation Connection, Inc., to provide consultant services to the Transportation Authority of Calhoun County (TACC) in a not-to-exceed amount of \$201,000.00. **Approval is Recommended.**

488

A Resolution seeking acceptance of the lowest responsive, responsible bid for the Verona Wellfield Well Replacement Project from Peerless Midwest, Inc., in an estimated amount of \$7,601,965.93, with unit prices prevailing.

In the fall of 2022, the well casings at the Verona Wellfield (VWF) were inspected and televised. Upon viewing the camera footage, it was discovered that the casings were severely cracked or completely missing.

Sound casings ensure that surface water and other contaminants do not mix with the groundwater being pulled to supply Battle Creek's drinking water. Concerns of potential surface water mixing due to the condition of the current casings were brought to EGLE immediately.

EGLE responded with a Significant Deficiency Violation Notice on December 20, 2022 that required a corrective action plan and schedule within 30 days. The corrective action plan was developed on time with EGLE's oversight and included continual testing and monitoring of production wells; development of plans, specification and bidding documents; and funding through EGLE's Drinking Water State Revolving Fund (DWSRF).

Jones and Henry, the City of Battle Creek's Water Division engineering firm was directed to develop plans and specifications for replacing all 22 production wells in the VWF. Prior to wells becoming production wells, they must first be test wells to show that they can provide draw rates comparable to the well that is being replaced. Test wells are considered part of the project's preliminary engineering and eligible for reimbursement through the DWSRF.

On May 21, 2024, VWF project was bid to drill 22 test wells with 8 wells being converted to production wells using city funds that have been secured with a \$10M revenue bond. This is the first phase of the project to move ahead with construction while the DWSRF continues to work through the process of becoming available later this late fall to early winter.

This Resolution seeks acceptance of the lowest responsive, responsible bid for the Verona Wellfield Well Replacement Project from Peerless Midwest, Inc., in an estimated amount of \$7,601,965.93, with unit prices prevailing. **Approval is Recommended.**

489

A Resolution seeking approval of an Eviction Diversion Agreement with the Michigan Advocacy Program doing business as Legal Services of South Central Michigan for \$35,000.00 with Community Development Block Grant funding (CDBG), 2023 Program Year.

The City of Battle Creek receives federal Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The intent of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

The City of Battle Creek in its 2020-24 Consolidated Plan and in subsequent Annual Action Plans identified eviction diversion as a strategy to help members of vulnerable populations access eviction diversion resources and ongoing housing case management. Additional data collected through the public engagement process and from consultation with local agencies that work with at-risk populations suggest that many of the families that struggle with housing often have a credit issue or a prior eviction.

This funding was approved in the 2023 Annual Action Plan as public services grant to follow up on a 2022-2023 funding of \$60,000. The program has been successful in helping tenants avoid eviction and providing legal services.

This \$35,000 agreement with Michigan Advocacy Program continues the work of eviction diversion and case management.

This Resolution seeks approval of an Eviction Diversion Agreement with the Michigan Advocacy Program doing business as Legal Services of South Central Michigan for \$35,000.00 with Community Development Block Grant funding (CDBG), 2023 Program Year. **Approval is Recommended.**

490

A Resolution seeking authority for the City Manager to execute an MOU with MAEDA for Water Infrastructure Improvements.

In February, 2023, Ford Motor Company announced plans to build an electric-vehicle battery plant in Marshall Township. The location where the plant will be located has been transferred pursuant to PA 425 to the City of Marshall and has been rezoned to I-3 to allow for the construction of the battery plant.

Blue Oval Battery Michigan, LLC, plans to develop 500 acres of the Marshall Site, with room for expansion.

The City of Marshall and the City of Battle Creek will be entering into an interlocal agreement where the City of Marshall will contract with the City, as a customer, for the City to provide water which the City of Marshall will in turn combine with water supply from the City of Marshall and distribute to BlueOval and future users on the MAJOR campus. The City will also contract with Emmett Township to provide certain water supply to Emmett Township in part through the infrastructure being constructed by MAEDA.

The Project generally consists of three parts: a) developing the water transmission and water supply for BlueOval, in collaboration with Ford Motor Company, Walbridge and their subcontractors, MEDC, MSF, and Granger-Hoffman, among other project stakeholders; b) developing the MAJOR Campus in collaboration with MEDC, MSF, the Cities of Marshall and Battle Creek, and the Townships of Marshall and Emmett, among other project stakeholders; and c) City undertaking limited construction work on City infrastructure at the VERONA Well Field to be contracted by the City with one or more contracts with two subcontractors for which the City establishes a single budget.

Upon completion of the facilities, ownership of the MAEDA funded infrastructure located within the City and/or within City-owned facilities will be transferred to the City for \$1.00.

The City has, or will, separately enter into contract(s) with Granger/Hoffman's subcontractors for City improvements to the Verona Pump Station, specifically electrical, mechanical, and control work for the existing high service pumps #2 and #3 referred to as VFD installation.

This Resolution seeks authority for the City Manager to execute an MOU with MAEDA for Water Infrastructure Improvements. **Approval is Recommended.**

491

A Resolution seeking authority for the City Manager to sign the attached Law Enforcement Mutual Aid Agreement with the City of Kalamazoo regarding the Kalamazoo Department of Public Safety.

In instances of an emergency where the Police Department may have a number of competing matters to which it must respond, occasionally the assistance of a neighboring police agency is needed. The City of Battle Creek has historically had mutual aid emergency agreements with the City of Kalamazoo.

The Mutual Police Assistance Agreement Act requires that this arrangement be reduced to writing and address certain matters, including but not limited to: Describing the nature of the emergency, who must declare the emergency, under what circumstances police assistance may be asked for, and by which city officials; and shall provide for the payment of the services and what powers, duties, and responsibilities, and under whose authority, officers called to duty under the terms of the mutual aid assistance agreement shall serve.

This Resolution seeks authority for the City Manager to sign the attached Law Enforcement Mutual Aid Agreement with the City of Kalamazoo regarding the Kalamazoo Department of Public Safety. **Approval is Recommended.**

492

A Resolution seeking authority to declare intent to purchase, and authority to purchase, foreclosed real estate parcel #52-0390-00-147-0 on Hamblin Avenue.

A parcel of property located on Hamblin Avenue is being made available for the City to purchase through the tax foreclosure process and is located right at the confluence of the Battle Creek and Kalamazoo Rivers. It is right across the river channel from additional property owned by the City and could be critical to widening the river at the confluence.

When exercising its First Right of Refusal for the purchase of foreclosed properties under state law, the purchase price paid by the City is determined by whether a Notice of Claim has been filed on the property. If a Notice of Claim **has** been filed, the greater of the fair market value or minimum bid must be paid. The City had hoped to purchase the property for the minimum bid price, but we learned that a Notice of Claim has been filed.

The City is prepared to pay fair market value due to its importance in the river restoration process. The property will be purchased with funds transferred to the City from the DDA.

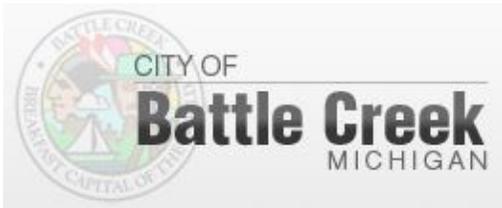
This Resolution seeks authority to declare intent to purchase, and authority to purchase, foreclosed real estate parcel #52-0390-00-147-0 on Hamblin Avenue. **Approval is Recommended.**

493

A Resolution seeking approval to conduct a Closed Session on a Legal Matter immediately following the Regular City Commission Meeting on July 2, 2024.

As permitted under the Michigan Open Meetings Act, a public body, upon a 2/3 majority vote, may meet in closed session in order to discuss a written legal opinion with its attorney, which is provided for under MCL 15.268(h) and the other statute that provides that exemption is found in the Michigan Freedom of Information Act, MCL 15.243(1)(g).

This Resolution, if approved, will set a Closed Session on a legal matter immediately following the Regular Commission meeting on July 2, 2024. **Approval is Recommended.**



Resolution NO. 484

A Resolution seeking authorization of the sale of vacant, tax-reverted property Parcel number 6030-00-210-0.

BATTLE CREEK, MICHIGAN - 7/2/2024

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to execute quit claim deeds to vacant, City-owned, tax reverted properties in accordance with the following schedule:

Parcel Number: 6030-00-210-0

Legal Description: NORTH WASHINGTON HEIGHTS LOT 208

Purchaser: Lemoyne Smith of 78 W Helen Montgomery Ave

Sale Price: \$230.00

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Melody Carlsen, Administrative Assistant Planning

Department: Planning

SUMMARY

A Resolution seeking authorization of the sale of vacant, tax-reverted property Parcel number 6030-00-210-0.

BUDGETARY CONSIDERATIONS

The sale of city-owned properties will put currently exempt parcels back on the property tax rolls. The sale typically only covers staff time in handling of the sale and deed recording fees.

HISTORY, BACKGROUND and DISCUSSION

The Community Services Department Planning Division is charged with managing the sale of vacant, city-

owned, tax-reverted properties. This is accomplished both by periodic solicitation of interest through mailings to adjacent property owners, or unsolicited contacts, generally from the adjacent property owners. It is always preference to sell these parcels to the adjacent property owners.

By the way of Resolution No. 308, approved by the City Commission on August 8, 2000, the procedures for the sale of tax-reverted properties were provided to staff in the "Administrative Policy on the Acquisition, Disposition and Inventory of City of Battle Creek Owned Real Property." These procedures provided the sale price and terms of the sale for these properties. A residentially-zoned vacant lot is offered for \$200.00 plus the cost of recording the deed with the Calhoun County Register of Deeds (Currently \$30.00).

Prior to our presenting any proposed sale, as per Resolution 308; staff verifies that the purchaser has no outstanding code violations on any property that they own within the City of Battle Creek.

Vacant parcel: 6030-00-210-0 was offered to the following tow (2) adjacent property owners.

254 Howland St, Douglas Ferguson, did not receive Interest to Purchase request by the deadline date of 5/10/2024.

Parcel 6030-00-209-0, Esmeralda Mejia-Ramirez of 56 W Helen Montgomery Ave, did not receive Interest to Purchase request by the deadline date of 5/10/2024.

DISCUSSION OF THE ISSUE

POSITIONS

The Community Services Department staff recommends approval of this Resolution.

ATTACHMENTS:

File Name	Description
Parcel_6030-00-210-0_Map.pdf	Parcel 6030-00-210-0 Map



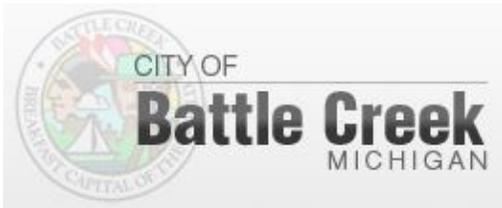
Every reasonable effort has been made to assure the accuracy of this map and associated data. The City of Battle Creek (hereinafter "City") makes no warranty, representation, or guarantee as to the content, sequence, accuracy, timeliness, or completeness of any data herein. The user of this map should not rely on the data provided herein for any reason. The City explicitly disclaims any representations and warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. The City shall assume no liability for any decision made or actions taken or not taken by the user of the map in reliance upon any information or data furnished hereunder. To be sure of the accuracy, please check with City staff for updated information.

ArcGIS Web Map

Author: City of Battle Creek

Date: 5/12/2023
1 inch = 47 feet





Resolution NO. 485

A Resolution seeking acceptance of the proposal of best value from Praise Sign Company, LLC, for Battle Creek City Hall interior signage in a not to exceed amount of \$100,000.

BATTLE CREEK, MICHIGAN - 7/2/2024

Resolved by the Commission of the City of Battle Creek:

That the proposal of best value for interior signage is accepted from Praise Sign Company, LLC., in a not to exceed amount of \$100,000. The City Manager is authorized to execute Contract No. 2024-083R, which will be paid from 223.50.1358.801.010.

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Christine Huff, Purchasing Agent

Department: Purchasing

SUMMARY

A Resolution seeking acceptance of the proposal of best value from Praise Sign Company, LLC, for Battle Creek City Hall interior signage in a not to exceed amount of \$100,000.

BUDGETARY CONSIDERATIONS

This project is 100% ARPA funded. Because the signs have to be designed in consultation with City staff, it's not possible to determine a final price at this time. The \$100,000 limit sets a ceiling on this project internally for budget purposes, but the actual cost is expected to be much lower. The budget not spent for this project will be moved to another, pre-approved project that has already been designated by the Commission to be used for ARPA.

HISTORY, BACKGROUND and DISCUSSION

The solicitation was issued May 6, 2024. The City of Battle Creek is seeking proposals from qualified firms to design, fabricate, and install interior signage systems for Battle Creek City Hall.

Copies of the RFP were provided to over thirty companies, as a combination of those registered in our vendor database as providing this service or product, and Internet search. In addition, an advertisement was placed in the Battle Creek Shopper and on the City's bid management site, VendorRegistry.

An advertised non-mandatory pre-proposal conference was held at Battle Creek City Hall on May 14, 2024, in which vendors were given an overview of the project, and had an opportunity to walk around the building. We clarified some questions and extended the due date with Addendum 1. Burkett Signs was the only vendor to attend the pre-proposal.

Proposals were due May 29, 2024. We received two proposals, from Burkett Signs and Praise Signs.

Purchasing Agent Chris Huff determined that Burkett Signs was non-responsive. We make every attempt to be flexible about submittals and not to be dogmatic and strict about form, where possible. However, Burkett Signs provided what was essentially an unsigned, one-page flyer with a single hourly rate. Missing were the photos of past signs they've designed and installed, a listing of references, hourly rates by job classification, completion timeline, and other required forms.

Purchasing Agent Chris Huff sent both proposals to the selection committee, which consisted of Katie Norton, Facilities Manager, Kimberly Holley, DEI Officer, and Jessica Vanderkolk, Communications Manager. The selection committee was instructed to rate Praise Signs only; they did receive Burkett Signs' document, but for information only. Praise Signs provided a complete proposal, all rates, photos, and references. They have a well-established sign company, with good reviews and references.

The committee's average score out of 150 was 132, and the committee decided to recommend this company for award, pending reference checks.

The Purchasing department contacted references, and those were all favorable.

The pricing the RFP requested was hourly rates per job category. The intent of this contract was to find a qualified company to provide design services and then to provide and install those signs. As such, cost was not something that could be defined at this point. We have therefore set the maximum spend at \$100,000, but it will certainly be much lower. The budget not spent for this project will be moved to another, pre-approved project that has already been designated by the Commission to be used for ARPA.

This project is expected to be completed by this winter.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
❏ 2024-083R_City_Hall_Interior_Signage.docx	Original RFP
❏ 2024-083R_Addendum_1.docx	Addendum 1
❏ Praise_Sign_Company.pdf	Praise Signs proposal
❏ Draft_contract.pdf	Draft Contract



CITY OF BATTLE CREEK
NOTICE OF REQUEST FOR PROPOSALS
RFP#: 2024-083R
TITLE: Battle Creek City Hall Interior Signage
ISSUE DATE: May 6, 2024

PROPOSAL DUE DATE: May 23, 2024, at 10:00 AM EST

LOCATION: Proposals must be submitted online. See page 9 for instructions.
DO NOT EMAIL PROPOSALS.

PRE-PROPOSAL May 14, 2024, 10:00am EST

ONSITE MEETING: Battle Creek City Hall
10 N. Division, 1st Floor Center Lobby

DEADLINE FOR May 17, 2024, 5:00pm EST

QUESTIONS: Submit all questions via email to clhuff@battlecreekmi.gov

Purchasing Contact: Chris Huff

E-mail: clhuff@battlecreekmi.gov questions only: **do not email proposals**

DESCRIPTION: The City of Battle Creek is seeking proposals from qualified firms to design, fabricate, and install interior signage systems for Battle Creek City Hall.

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 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 portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations OR email 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:	weeks of May 27 and June 3
Interviews, if applicable:	weeks of June 10 and June 17
Final Decision:	by mid-July

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 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.

1.5 **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 and financial stability of any firm submitting a proposal.

1.11 **DELIVERY:** Where applicable, 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.

1.12 **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.

1.13 **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.

1.14 **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.

1.15 **FEDERAL TERMS AND CONDITIONS**

If there are federal terms and conditions attached to this solicitation, they are hereby incorporated as a material part of this contract. In cases of conflict between terms in this agreement, the federal terms shall prevail.

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 contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is agreed that the RFP in its entirety and all enclosed forms are fully incorporated herein as a material part of the contract. In case of conflicts, the most recent document will prevail.
- 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 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).
- 2.14 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.
- 2.15 RECORD RETENTION:** Contractor shall retain all required records for three years after final payments and all other pending matters are closed.
- 2.16 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 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).
- 2.17 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).
- 2.18 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. 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.
- 2.19 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.
- 2.20 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.

3.0 - SPECIAL TERMS AND CONDITIONS

3.1 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.

3.2 CANCELLATION FOR CAUSE (BREACH): 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 obligation under this 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 (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. 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.
- 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 costs from the contractor by any remedies provided by law.

3.3 CANCELLATION 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.

3.4 PAYMENT: Payment shall be made monthly, upon pre-agreed milestones, or at the end of each project, within 30 days following the submittal of a correct invoice for goods received or work performed. Where applicable, 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.

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 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: Bodily Injury	\$1,000,000 each occurrence
(including XCU if appropriate) 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 a certificate holder and 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, Purchasing Division Suite 214, 10 N. Division, 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

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 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 of your firm.
2. Describe your expertise with inclusive and universal design principles. Provide specific examples.
3. Describe your experience with relevant accessibility guidelines and codes. Provide specific examples.
4. List three references that we may contact. Include name and email.
5. Include samples of work with the proposal, photos of recent signs your company has both designed and installed.

B. PERSONNEL QUALIFICATIONS

1. Indicate the professional personnel/subcontractors who will be assigned to this contract, describing their qualifications and experience, and their design capabilities. Include the resumes of all professional personnel who will be assigned to this contract. Responding companies must demonstrate that personnel to be assigned to the project have experience related to the requirements set forth in the Scope of Work.

C. WORK PLAN

1. Describe your understanding of the requirements presented in this scope of work and your firm's demonstrated capability to perform the type of work requested.
2. Propose a completion timeline in terms of months from a notice to proceed.

D. PRICE

1. Submit your pricing model.

5.0 - SCOPE OF WORK

5.1 BACKGROUND

Battle Creek City Hall has areas of either outdated interior signage or no signage at all. The goal is to create signage that is accessible, easy to understand, and welcoming for all users, including those with disabilities, different languages, and diverse backgrounds. The City's key objectives would be to improve wayfinding, enhance safety and security, promote inclusivity and diversity, and adhere to relevant accessibility codes and standards.

Floors 1-3 of City Hall are accessible to the public. We're looking for a professional sign company to advise us on what we need, work with us on design, and then install all the signs.

5.2 DESCRIPTION OF WORK TO BE PERFORMED

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.

1. Sign Types

- Restroom signs (men, women, and gender neutral options)
- Directional/wayfinding signs for common areas (Entrance, Exit, Restrooms, stairs, Elevator, etc.)
- Informational signs (maps, floor directories, etc.)
- Identification Signs (Room ID, Department ID, etc.)
- AED, Fire Extinguishers, and emergency shelter. Possibly exit signs depending on budget.

2. Sign Design

- Vendor to provide multiple design concepts for each sign type
- Designs should use inclusive language, symbols, and modern aesthetics
- Sign design should be sensitive to the historic nature of the facility (Neo-Classical circa 1914)
- Inclusive imagery and iconography that avoids stereotypes and represents diverse populations.
- Colors, fonts, icons, sizes etc. to be determined through design exploration
- Incorporate braille and tactile lettering/elements for accessibility (must adhere to ADA standards)
- Signage must be easy to understand and welcoming to all users, including those with disabilities, different languages, and diverse backgrounds.

3. Sign Content

- Restroom signs: Inclusive icons/pictograms, no gender-specific text when appropriate
- Directional signs: Easy to read wayfinding text and symbols
- Informational signs: Cover non-discrimination, diversity, inclusion messaging

4. Sign Placement

- Vendor to recommend number of signs and placement for:
- Restrooms across multiple floors
- Common areas (lobbies, hallways, elevators)
- Entrances and high-traffic zones

5. Compliance and Accessibility

- All signs must meet current ADA Standards for Accessible Design
- Signs to incorporate best practices from Inclusive Design guidelines
- Braille, tactile text, proper color contrast for accessibility

6. Project Timeline and Installation

- Design, production, and delivery timeline provided by vendor
- Installation services to be included in pricing (includes, site preparation, wall repairs, painting or necessary modifications as needed)
- Provide installation plan

7. Quality Assurance and material

- Outline the expected durability and longevity of the signage material and ease of maintenance
- Provide paper proofs and digital mockups for approval before production
- Final installed signs to be inspected for any defects

8. Maintenance

- Supplies and workmanship warranties for signs provided by the vendor
- Vendor to propose replacement plan/pricing

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 Yes or no?	WBE Yes or no?	Approximate dollar value



CITY OF BATTLE CREEK

ADDENDUM # 1

RFP#: 2024-083R

TITLE: City Hall Interior Signage

ADDENDUM ISSUED: May 17, 2024

The following changes, additions and deletions have been provided:

CHANGE due date to May 29, 2024, 11:00am.

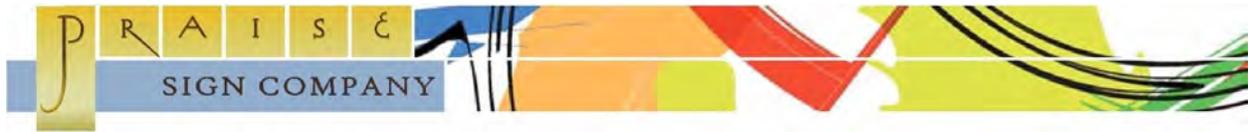
CLARIFY references to pricing. We are not looking for a price because that isn't feasible for anyone to provide at this point. Rather, we are looking for information on *how* you will price if you get the contract. We're looking for a company to provide design services and then provide and install the signs.

If, however, you can provide an estimated range that all the new signs will cost (design to installation), then we definitely would be interested in seeing that. That range will not bind you contractually; it's for information only.

CLARIFY section 5.2, Item 6: Necessary repairs will be identified prior to installation; we will not require companies to repair the wall in places where signs were removed.

REMINDER to follow submittal instructions outlined in section 4.2 and 4.3.

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.



Praise Sign Company is proud to design and manufacture custom signage for West Michigan businesses and communities. Our staff has over 150 years of combined sign, design, manufacturing, and installation experience. While we service businesses statewide, servicing local businesses and communities allows us to have a personal relationship with our customers and an opportunity to serve them again and again throughout the growth of their business and community.

We manufacture several types of custom signage using a variety of high-quality materials, including aluminum, plastics, and wood. Our signage is fabricated in-house, reducing long production times, and supervised by licensed sign specialists. We use the highest quality materials to ensure our product is engineered for longevity despite our ever-changing Michigan climate.

Not only do we manufacture superior quality signage, but we are also proud to provide our customers with a warranty to further demonstrate our commitment. Personal attention to quality, detail and safety is what makes our services superior to our competition.

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- b. 8,000 sq. ft. facility
- c. Equipment: F-750 crane truck, genie GS3232, JLG T500J lift, dual heart motor saw (CNC operated), hydraulic break, metal shear, CNC router, letter bender, paint booth.

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We worked with Detroit Metro Airport and Midfield Concessions to fabricate and install a new dining area that includes 2 restaurant/bars. Our staff worked throughout the night so as not to hinder the over 30 million yearly travelers and employees who go through the McNamara terminal.



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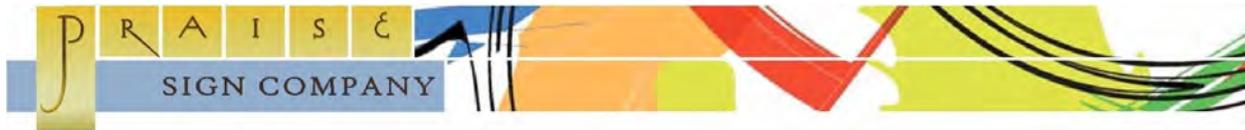
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- 8 -10 weeks upon approved submittals/colors (fluctuates with quantity of signs)
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Sincerely,
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Praise Sign Company
Sales Administrator
kimw@praisesign.com



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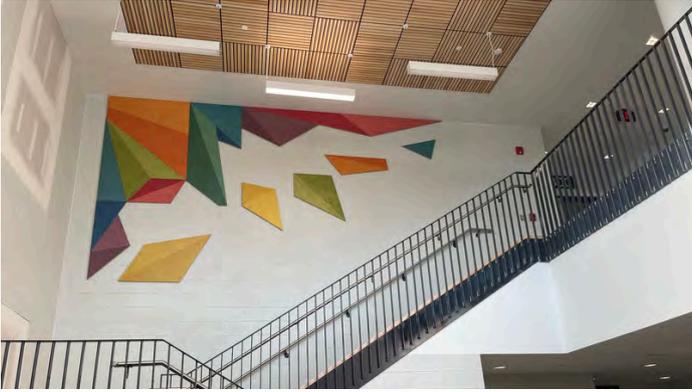
Bank & Insurance:

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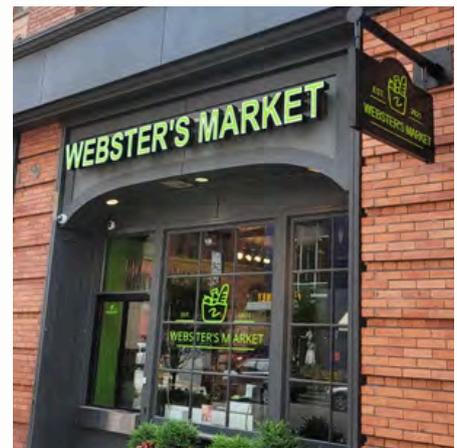
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Exterior Signage





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The owner of the company, and Sales Manager – Johnny will be in the background for assistance as needed.

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Battle Creek City Hall

05/24/24

Re: C. Work Plan

To: Purchasing Team

It is our pleasure to present our proposal for the Interior Signage project at the Battle Creek City Hall.

Our history of experience and knowledge of working on projects directly related to this scope is the foundation of the signage services which we provide. Over the past few years, we've completed similar projects for Ottawa County, Van Buren, The City of Douglas, and Georgetown Township to name a few.

The services we provide include full turnkey design, project management, fabrication, and installation services from start to finish. These areas of expertise are performed fully in-house for the most efficient, cost effective and optimal process for project success.

In the initial stages we will assign a salesperson and a project manager to this project. They will be your primary point of contact beginning with the submittal process. Our typical turnaround for design submittals is 1-2 weeks. Upon approved submittals we can submit any necessary samples for approval including colors, vinyl, etc. This process can take 1-2 weeks as well.

Once we have the approved designs, the project timeline will be approximately 10-12 weeks to completion. Firstly, we will coordinate an onsite meeting to walk the building, discuss specifics on location, quantity, design, etc. of the new signs. Designing the signs can take anywhere from a week to a month plus depending on how quickly a design can be agreed upon by the reviewing party. Once the design is approved to move forward, production should take approximately 4 to 8 weeks depending on the final quantity of signs required. Installation should only take a few days.

Thank you for the opportunity to present our proposal. We look forward to being apart of this exciting project!

Warm regards,

Praise Sign Company

2024 PRAISE LABOR RATES / COST / MARKUP

DESCRIPTION	QTY	BILLABLE RATE
Fabrication Labor		
In-Shop Fabrication Labor	1 HR	\$ 105.00
In-Shop Vinyl Labor	1 HR	\$ 85.00
In-Shop Assembly Labor	1 HR	\$ 105.00
In-Shop Wiring Labor	1 HR	\$ 105.00
Paint Prep	1 HR	\$ 105.00
Paint	1 HR	\$ 105.00
CNC Router Table Rate <ul style="list-style-type: none"> • File setup • Material setup • Routing time 	1 HR	\$ 150.00
Miscellaneous Labor		
Site Survey	1 HR	\$ 75.00
Design Fees	1 HR	\$ 105.00
Estimating time	1 HR	\$ 75.00
Per Diem	1 Person	\$ 200.00
Installation Labor		
Installation Labor (1 Installer)	1 HR	\$ 150.00
Installation Labor (2 Installers)	1 HR	\$ 255.00
Mobilization Labor (1 Installer & Equipment)	1 HR	\$ 150.00
Mobilization Labor (2 Installers & Equipment)	1 HR	\$ 255.00
Electrician	1 HR	\$ 135.00

6.0 - OFFER AND ACCEPTANCE FORM

TO THE CITY OF BATTLE CREEK: We propose to furnish all services, labor, materials, equipment, tools, or transportation required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated in this contract, 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 Proposals and any written exceptions in the offer. We understand that the items in this Request for Proposals, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. 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.

We agree to complete the contract within the times specified in this Request for Proposals.

We acknowledge receipt of the following addendum(s):

01				
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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.

Praise Sign Company, LLC
Company Name

For clarification of this offer, contact:

3404 Busch Dr. STE F.
Address

Name: Kim Williamson

Grandville MI 49418
City State Zip

Phone: 616-827-7271 ext:1206

Kim Williamson
Signature of Person Authorized to Sign

Fax: N/A

Kim Williamson
Printed Name

Email: kim.w@praisesign.com

Sales Administrator
Title

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 Proposal, 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. 2024-083R. 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:

APPROVED AS TO FORM BY:

City Manager Date

City Attorney

Witness Signature

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.

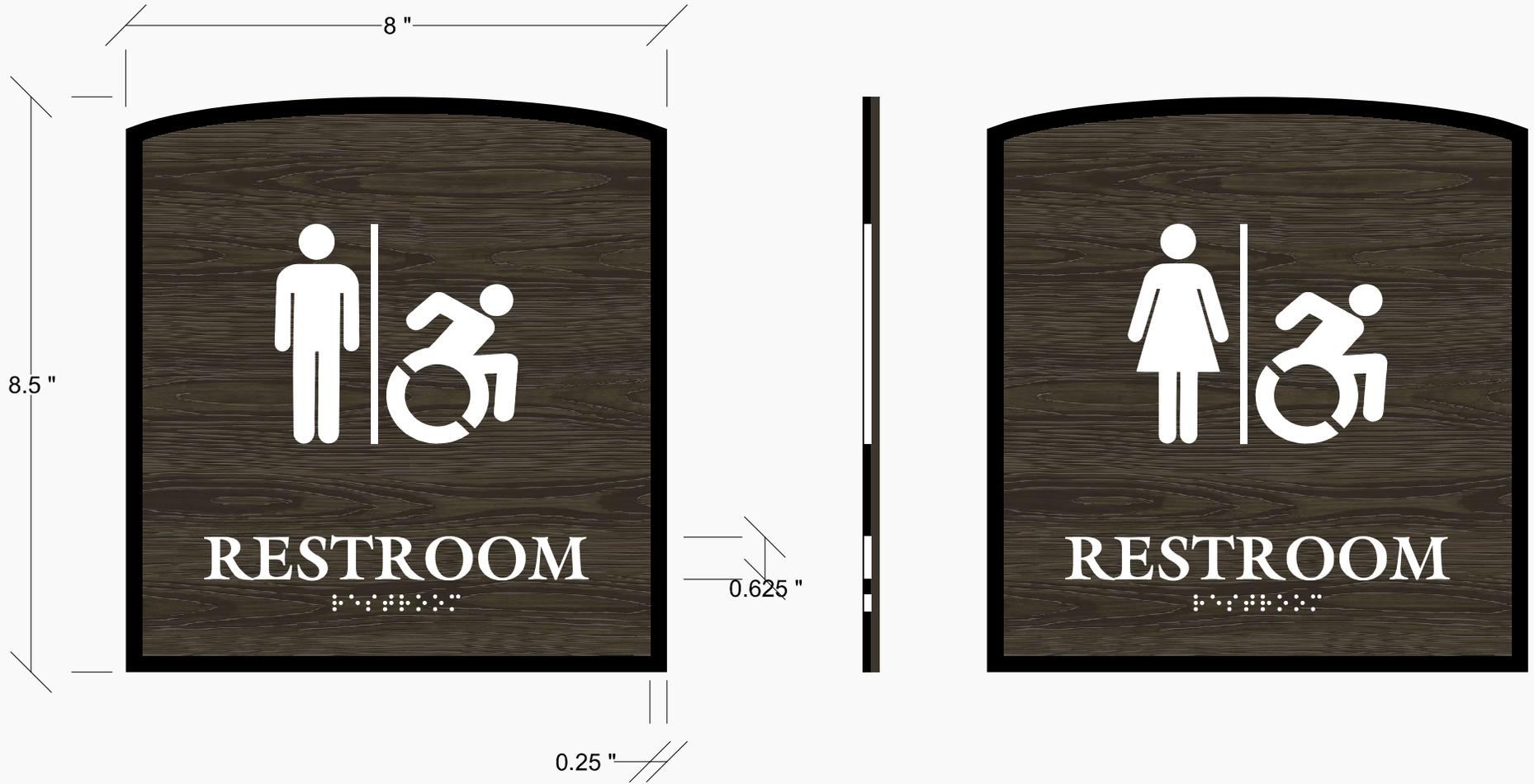
SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE Yes or no?	WBE Yes or no?	Approximate dollar value
Erie Signs OR	MI	ADA-braille	N	N	unsure at this time
Express Signs	MI	ADA-braille	N	N	unsure at this time

CUSTOMER	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Changes Needed
<i>Initial:</i>	<i>Date:</i>

PROJECT MANAGER	
<input type="checkbox"/>	Approved For Production
<input type="checkbox"/>	Proof Update Needed
<i>Initial:</i>	<i>Date:</i>

QUALITY CONTROL	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Rejected
<i>Initial:</i>	<i>Date:</i>

CITY OF BATTLE CREEK
Interior Signs ST-A
Estimate 002815
Date: 05-20-2024



- 2nd Surface - Print Black
- 2nd Surface - Print Woodgrain
- 1st Surface - White Tactile

Notes:

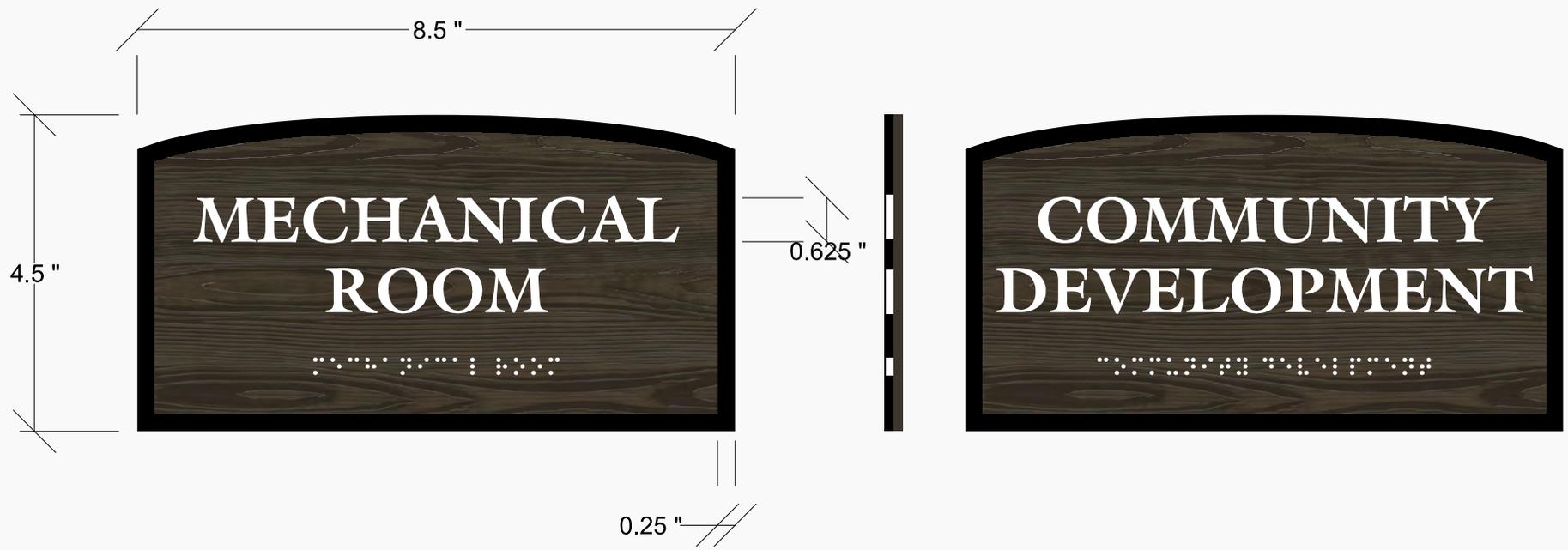
- Fabricate (?) Sign Type A signs
- Stock: 0.25" clear acrylic
- 2nd Surface 4CP Print
- White Braille / ADA Compliant (if applicable)
- 0.0625" Lettering
- Mounted w/ VHB tape

CUSTOMER	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Changes Needed	
Initial:	Date:

PROJECT MANAGER	
<input type="checkbox"/> Approved For Production	
<input type="checkbox"/> Proof Update Needed	
Initial:	Date:

QUALITY CONTROL	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Rejected	
Initial:	Date:

CITY OF BATTLE CREEK Interior Signs ST-B Estimate 002815 Date: 05-20-2024



- 2nd Surface - Print Black
- 2nd Surface - Print Woodgrain
- 1st Surface - White Tactile

Notes:

- Fabricate (?) Sign Type B signs
- Stock: 0.25" clear acrylic
- 2nd Surface 4CP Print
- White Braille / ADA Compliant (if applicable)
- 0.0625" Lettering
- Mounted w/ VHB tape

CUSTOMER	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Changes Needed
Initial:	Date:

PROJECT MANAGER	
<input type="checkbox"/>	Approved For Production
<input type="checkbox"/>	Proof Update Needed
Initial:	Date:

QUALITY CONTROL	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Rejected
Initial:	Date:

CITY OF BATTLE CREEK Interior Signs ST-C Estimate 002815 Date: 05-20-2024



- 2nd Surface - Print Black
- 2nd Surface - Print Woodgrain
- 1st Surface - White Tactile

Notes:

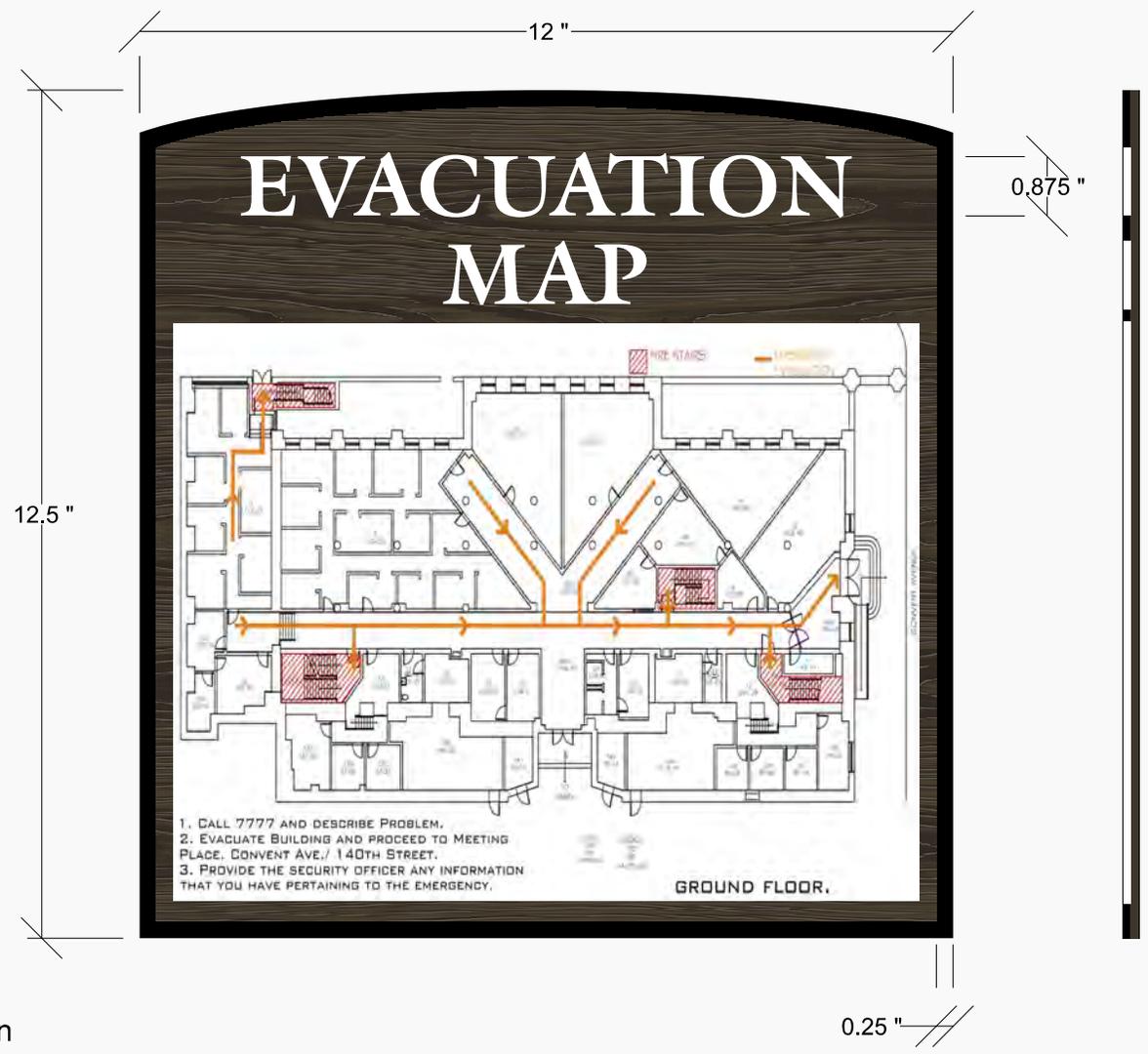
- Fabricate (?) Sign Type C signs
- Stock: 0.25" clear acrylic
- 2nd Surface 4CP Print
- White Braille / ADA Compliant (if applicable)
- 0.0625" Lettering
- Mounted w/ VHB tape

CUSTOMER	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Changes Needed
Initial:	Date:

PROJECT MANAGER	
<input type="checkbox"/>	Approved For Production
<input type="checkbox"/>	Proof Update Needed
Initial:	Date:

QUALITY CONTROL	
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<input type="checkbox"/>	Rejected
Initial:	Date:

CITY OF BATTLE CREEK Interior Signs ST-D Estimate 002815 Date: 05-20-2024



- 2nd Surface - Print Black
- 2nd Surface - Print Woodgrain
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Notes:

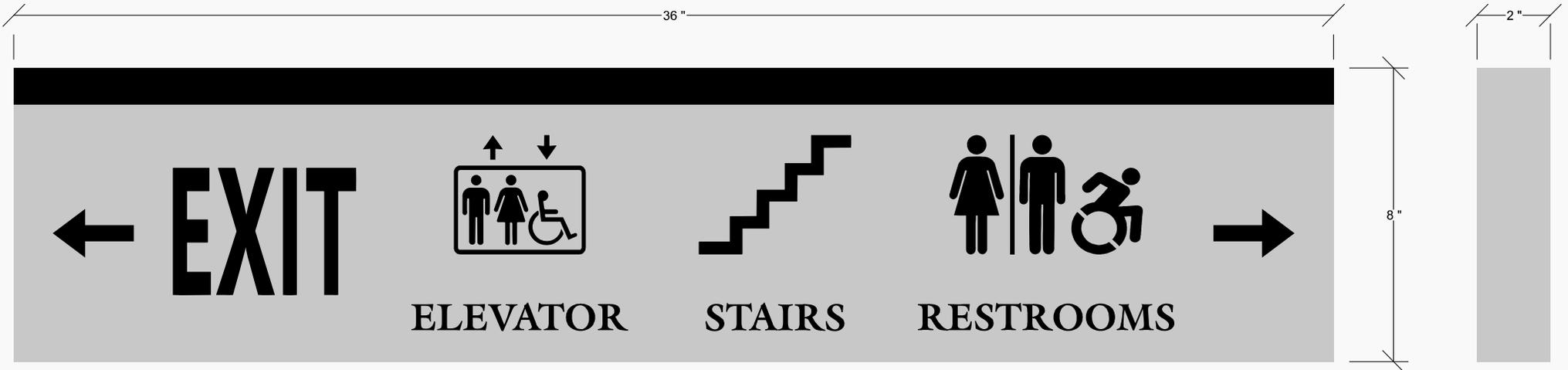
- Fabricate (?) Sign Type D signs
- Stock: 0.25" clear acrylic
- 2nd Surface 4CP Print
- White Braille / ADA Compliant (if applicable)
- 0.0625" Lettering
- Mounted w/ VHB tape

CUSTOMER	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Changes Needed	
Initial:	Date:

PROJECT MANAGER	
<input type="checkbox"/> Approved For Production	
<input type="checkbox"/> Proof Update Needed	
Initial:	Date:

QUALITY CONTROL	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Rejected	
Initial:	Date:

<p>CITY OF BATTLE CREEK Interior Signs ST-E Estimate 002815 Date: 05-20-2024</p>
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- Black Vinyl
- Painted TBD Grey

Notes: [1] Single or double sided needed?

- Fabricate (?) Sign Type E signs
- 2" Channel with face coverings
- Painted finish
- Vinyl graphics
- Hang mount

CUSTOMER	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Changes Needed	
Initial:	Date:

PROJECT MANAGER	
<input type="checkbox"/> Approved For Production	
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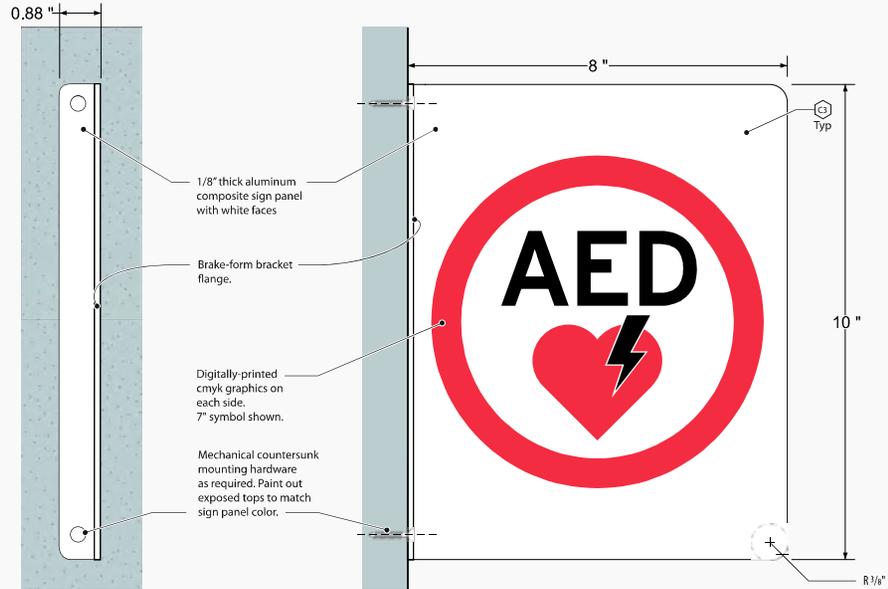
CITY OF BATTLE CREEK
 Interior Signs ST-F
 Estimate 002815
 Date: 05-20-2024

BACK VIEW



Sign F1

SIDE VIEW



FRONT VIEW



Sign F2



Sign F3



Sign F4



Sign F5

Notes:

- Fabricate (?) Sign Type F signs
- 0.875" Flange for break-form bracket
- Painted White
- Digitally printed vinyl graphics w/ matte laminate
- Mechanically fasten to wall w/ countersunk hardware

- Mounted 80" above floor
- Centered w/ fire extinguisher, emergency phone, AED box or FDC connection as required

DOCUMENTS INCORPORATED INTO CONTRACT #2024-083R

**City Hall Interior Signage
Praise Sign Company, LLC**

City Manager's signing of the Offer and Acceptance page constitutes the City's acceptance to all of the following documents, which form the contract as explained in the RFP listed below. The most recent document takes precedence in cases where conflicts arise.

Please leave all documents in the order listed below

Item	Page(s)
SIGNATURE PAGE	13
Proposal submitted on May 29, 2024	2-20
Request for Proposal #2024-083R Addendum 1	21
Request for Proposal #2024-083R	22-43



Praise Sign Company is proud to design and manufacture custom signage for West Michigan businesses and communities. Our staff has over 150 years of combined sign, design, manufacturing, and installation experience. While we service businesses statewide, servicing local businesses and communities allows us to have a personal relationship with our customers and an opportunity to serve them again and again throughout the growth of their business and community.

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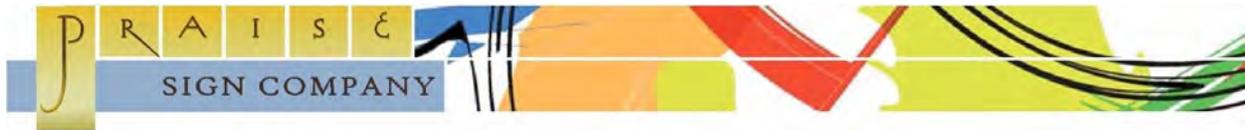
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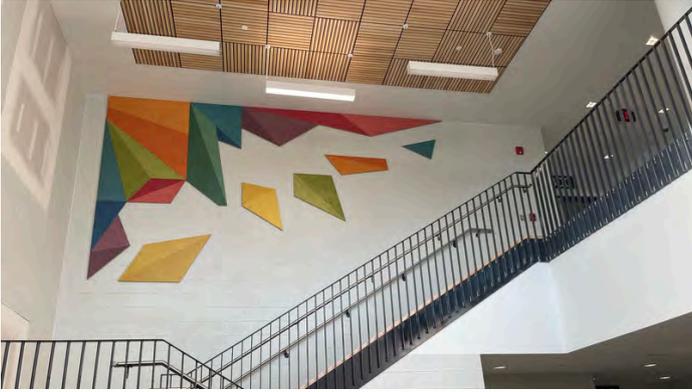
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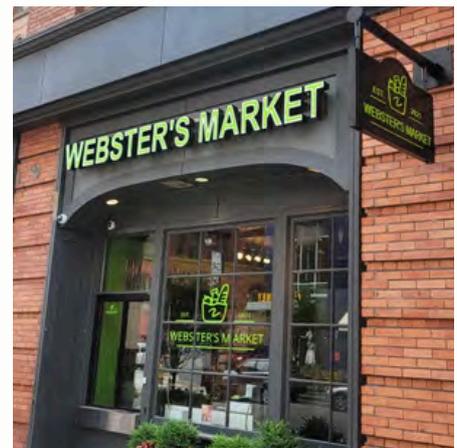
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The services we provide include full turnkey design, project management, fabrication, and installation services from start to finish. These areas of expertise are performed fully in-house for the most efficient, cost effective and optimal process for project success.

In the initial stages we will assign a salesperson and a project manager to this project. They will be your primary point of contact beginning with the submittal process. Our typical turnaround for design submittals is 1-2 weeks. Upon approved submittals we can submit any necessary samples for approval including colors, vinyl, etc. This process can take 1-2 weeks as well.

Once we have the approved designs, the project timeline will be approximately 10-12 weeks to completion. Firstly, we will coordinate an onsite meeting to walk the building, discuss specifics on location, quantity, design, etc. of the new signs. Designing the signs can take anywhere from a week to a month plus depending on how quickly a design can be agreed upon by the reviewing party. Once the design is approved to move forward, production should take approximately 4 to 8 weeks depending on the final quantity of signs required. Installation should only take a few days.

Thank you for the opportunity to present our proposal. We look forward to being apart of this exciting project!

Warm regards,

Praise Sign Company

2024 PRAISE LABOR RATES / COST / MARKUP

DESCRIPTION	QTY	BILLABLE RATE
Fabrication Labor		
In-Shop Fabrication Labor	1 HR	\$ 105.00
In-Shop Vinyl Labor	1 HR	\$ 85.00
In-Shop Assembly Labor	1 HR	\$ 105.00
In-Shop Wiring Labor	1 HR	\$ 105.00
Paint Prep	1 HR	\$ 105.00
Paint	1 HR	\$ 105.00
CNC Router Table Rate <ul style="list-style-type: none"> • File setup • Material setup • Routing time 	1 HR	\$ 150.00
Miscellaneous Labor		
Site Survey	1 HR	\$ 75.00
Design Fees	1 HR	\$ 105.00
Estimating time	1 HR	\$ 75.00
Per Diem	1 Person	\$ 200.00
Installation Labor		
Installation Labor (1 Installer)	1 HR	\$ 150.00
Installation Labor (2 Installers)	1 HR	\$ 255.00
Mobilization Labor (1 Installer & Equipment)	1 HR	\$ 150.00
Mobilization Labor (2 Installers & Equipment)	1 HR	\$ 255.00
Electrician	1 HR	\$ 135.00

6.0 - OFFER AND ACCEPTANCE FORM

TO THE CITY OF BATTLE CREEK: We propose to furnish all services, labor, materials, equipment, tools, or transportation required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated in this contract, 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 Proposals and any written exceptions in the offer. We understand that the items in this Request for Proposals, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. 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.

We agree to complete the contract within the times specified in this Request for Proposals.

We acknowledge receipt of the following addendum(s):

01				
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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.

Praise Sign Company, LLC
Company Name

For clarification of this offer, contact:

3404 Busch Dr. STE F.
Address

Name: Kim Williamson

Grandville MI 49418
City State Zip

Phone: 616-827-7271 ext:1206

Kim Williamson
Signature of Person Authorized to Sign

Fax: N/A

Kim Williamson
Printed Name

Email: kim.w@praisesign.com

Sales Administrator
Title

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 Proposal, 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. 2024-083R. 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:

APPROVED AS TO FORM BY:

City Manager Date

City Attorney

Witness Signature

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.

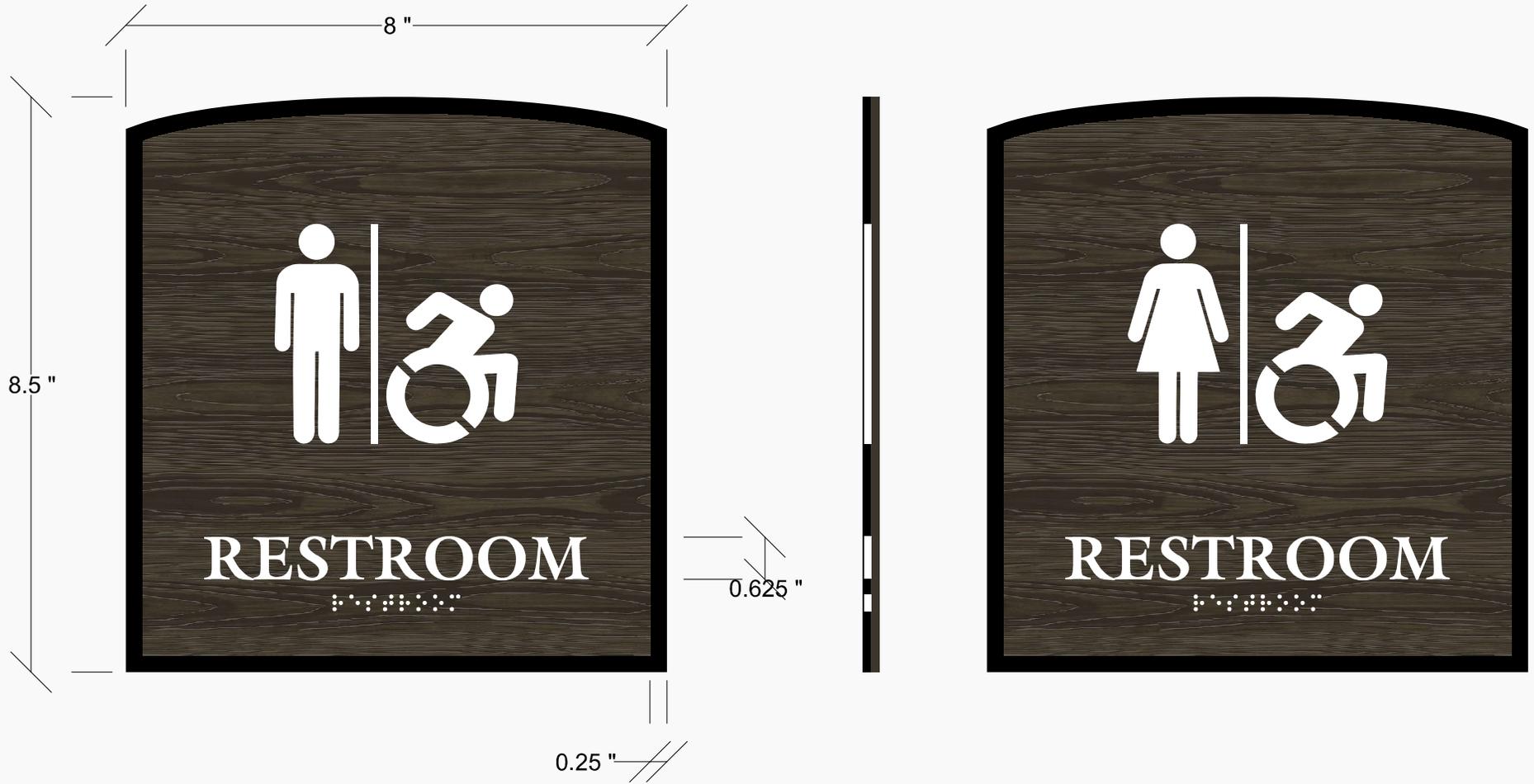
SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE Yes or no?	WBE Yes or no?	Approximate dollar value
Erie Signs OR	MI	ADA-braille	N	N	unsure at this time
Express Signs	MI	ADA-braille	N	N	unsure at this time

CUSTOMER	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Changes Needed
<i>Initial:</i>	<i>Date:</i>

PROJECT MANAGER	
<input type="checkbox"/>	Approved For Production
<input type="checkbox"/>	Proof Update Needed
<i>Initial:</i>	<i>Date:</i>

QUALITY CONTROL	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Rejected
<i>Initial:</i>	<i>Date:</i>

CITY OF BATTLE CREEK Interior Signs ST-A Estimate 002815 Date: 05-20-2024



- 2nd Surface - Print Black
- 2nd Surface - Print Woodgrain
- 1st Surface - White Tactile

Notes:

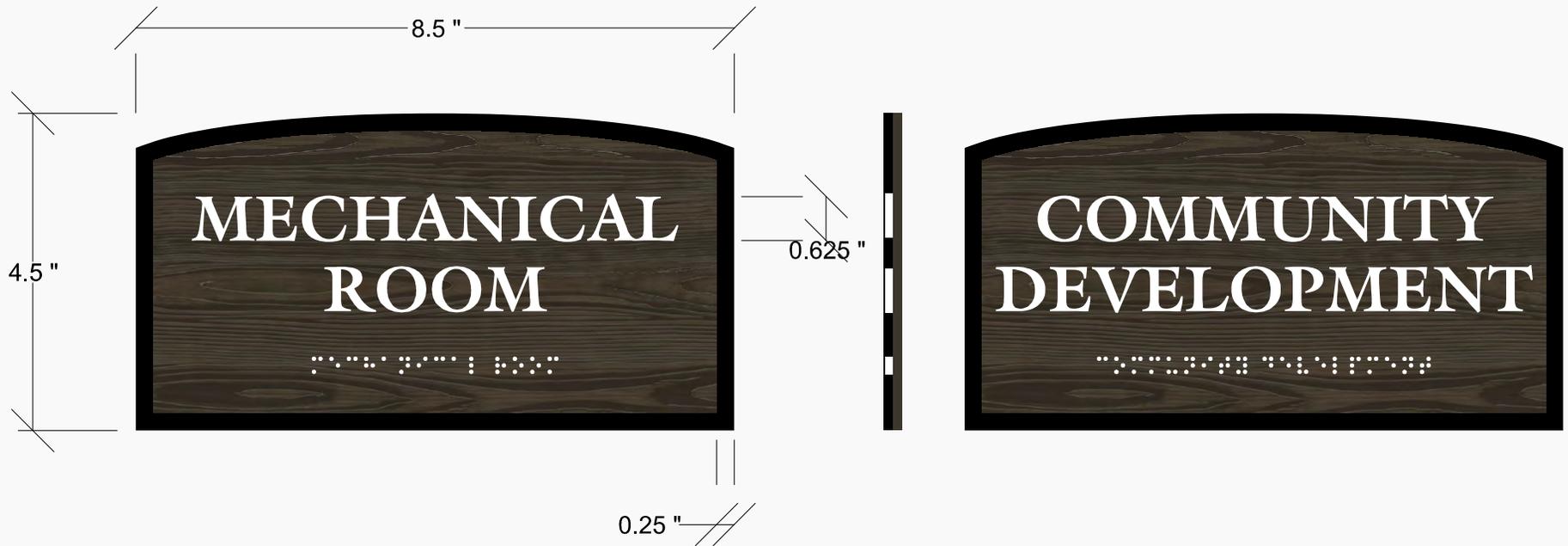
- Fabricate (?) Sign Type A signs
- Stock: 0.25" clear acrylic
- 2nd Surface 4CP Print
- White Braille / ADA Compliant (if applicable)
- 0.0625" Lettering
- Mounted w/ VHB tape

CUSTOMER	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Changes Needed	
Initial:	Date:

PROJECT MANAGER	
<input type="checkbox"/> Approved For Production	
<input type="checkbox"/> Proof Update Needed	
Initial:	Date:

QUALITY CONTROL	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Rejected	
Initial:	Date:

CITY OF BATTLE CREEK
Interior Signs ST-B
Estimate 002815
Date: 05-20-2024



- 2nd Surface - Print Black
- 2nd Surface - Print Woodgrain
- 1st Surface - White Tactile

Notes:

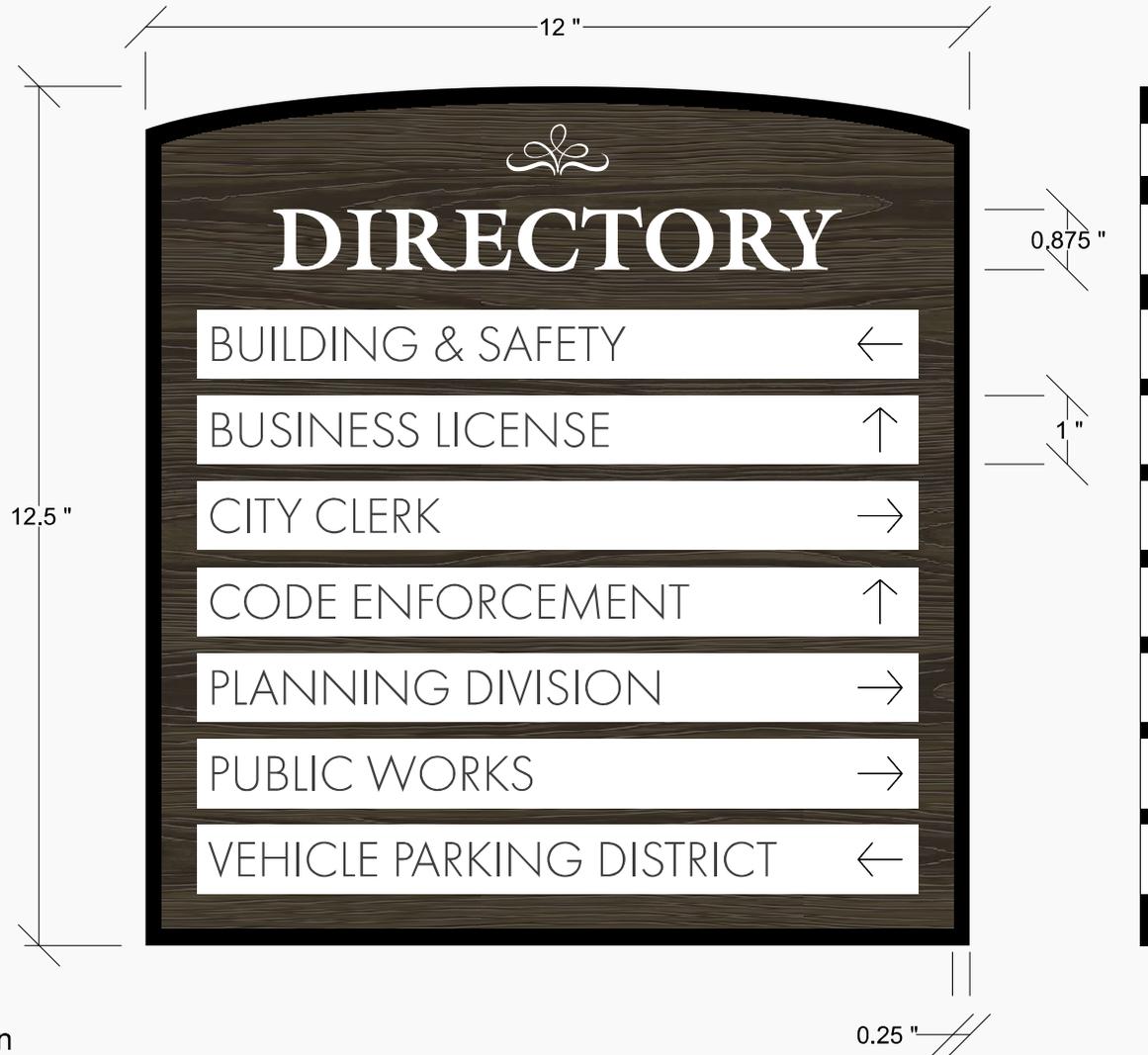
- Fabricate (?) Sign Type B signs
- Stock: 0.25" clear acrylic
- 2nd Surface 4CP Print
- White Braille / ADA Compliant (if applicable)
- 0.0625" Lettering
- Mounted w/ VHB tape

CUSTOMER	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Changes Needed
<i>Initial:</i>	<i>Date:</i>

PROJECT MANAGER	
<input type="checkbox"/>	Approved For Production
<input type="checkbox"/>	Proof Update Needed
<i>Initial:</i>	<i>Date:</i>

QUALITY CONTROL	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Rejected
<i>Initial:</i>	<i>Date:</i>

CITY OF BATTLE CREEK Interior Signs ST-C <i>Estimate 002815</i> Date: 05-20-2024
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- 2nd Surface - Print Black
- 2nd Surface - Print Woodgrain
- 1st Surface - White Tactile

Notes:

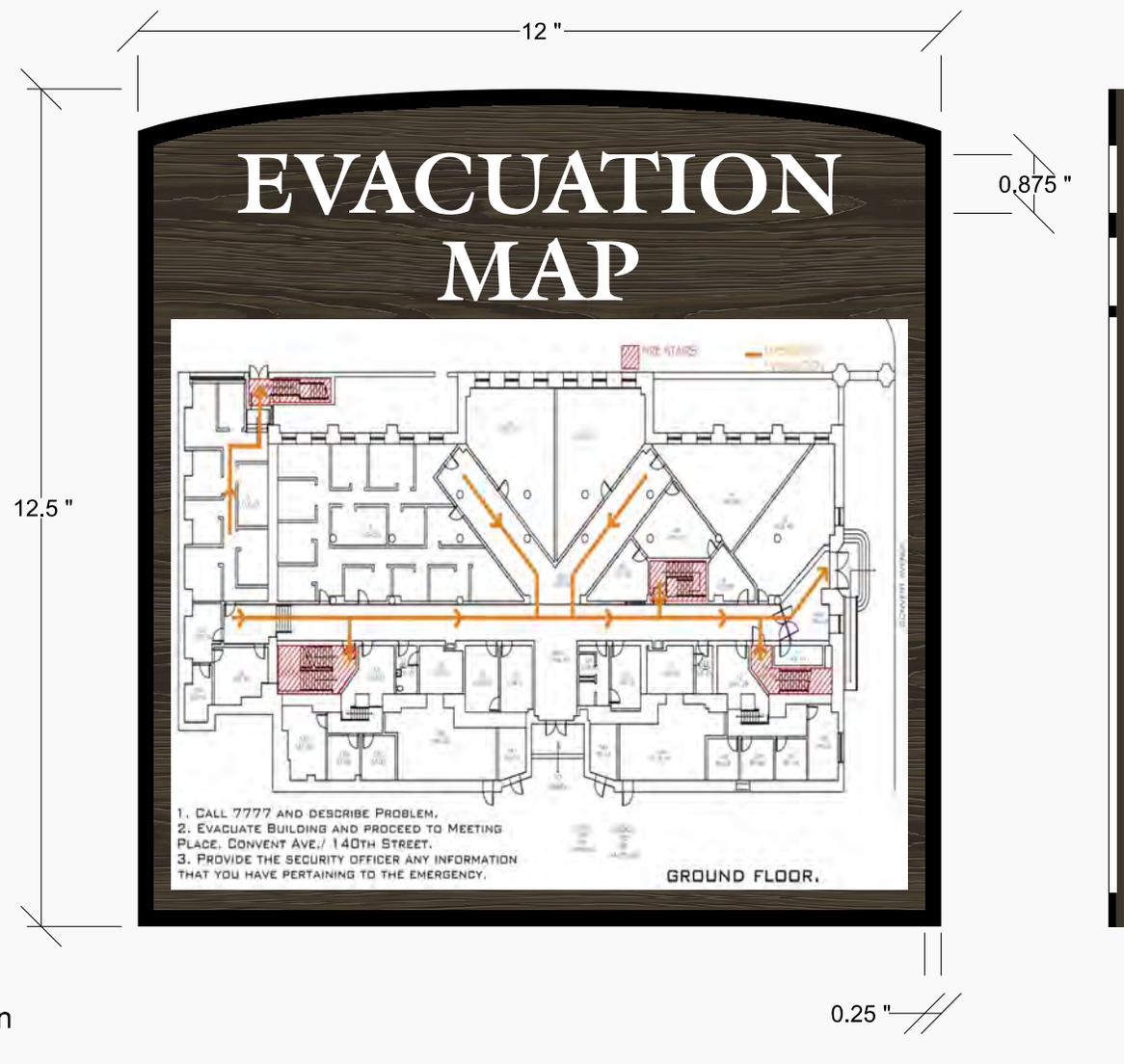
- Fabricate (?) Sign Type C signs
- Stock: 0.25" clear acrylic
- 2nd Surface 4CP Print
- White Braille / ADA Compliant (if applicable)
- 0.0625" Lettering
- Mounted w/ VHB tape

CUSTOMER	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Changes Needed
<i>Initial:</i>	<i>Date:</i>

PROJECT MANAGER	
<input type="checkbox"/>	Approved For Production
<input type="checkbox"/>	Proof Update Needed
<i>Initial:</i>	<i>Date:</i>

QUALITY CONTROL	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Rejected
<i>Initial:</i>	<i>Date:</i>

CITY OF BATTLE CREEK Interior Signs ST-D Estimate 002815 Date: 05-20-2024



- 2nd Surface - Print Black
- 2nd Surface - Print Woodgrain
- 1st Surface - White Tactile

Notes:

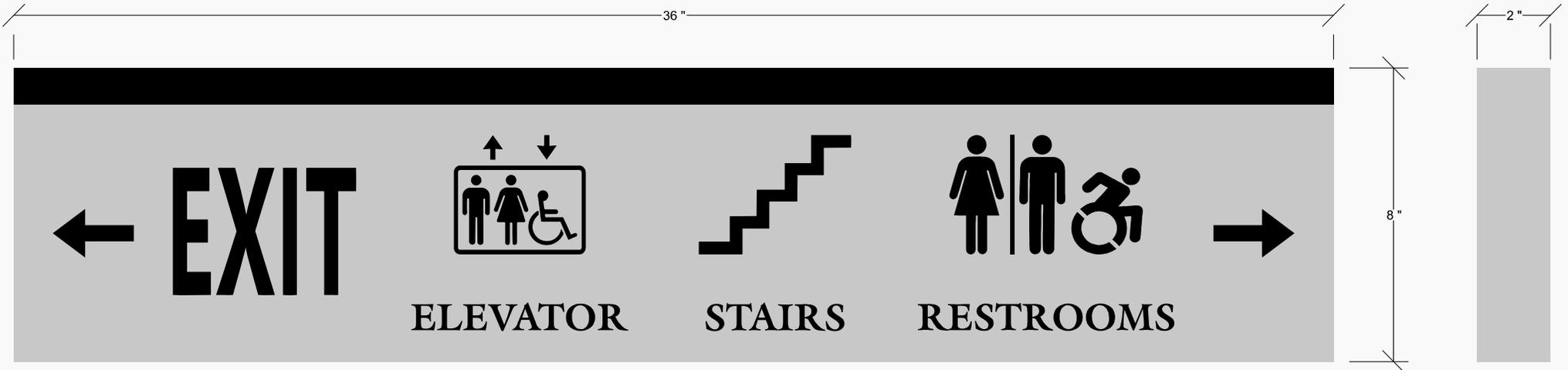
- Fabricate (?) Sign Type D signs
- Stock: 0.25" clear acrylic
- 2nd Surface 4CP Print
- White Braille / ADA Compliant (if applicable)
- 0.0625" Lettering
- Mounted w/ VHB tape

CUSTOMER	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Changes Needed	
Initial:	Date:

PROJECT MANAGER	
<input type="checkbox"/> Approved For Production	
<input type="checkbox"/> Proof Update Needed	
Initial:	Date:

QUALITY CONTROL	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Rejected	
Initial:	Date:

<p>CITY OF BATTLE CREEK Interior Signs ST-E Estimate 002815 Date: 05-20-2024</p>
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- Black Vinyl
- Painted TBD Grey

Notes: [1] Single or double sided needed?

- Fabricate (?) Sign Type E signs
- 2" Channel with face coverings
- Painted finish
- Vinyl graphics
- Hang mount

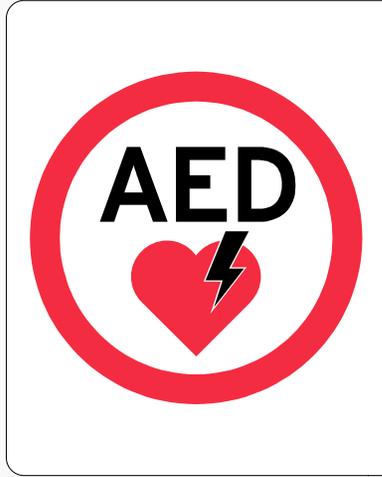
CUSTOMER	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Changes Needed	
Initial:	Date:

PROJECT MANAGER	
<input type="checkbox"/> Approved For Production	
<input type="checkbox"/> Proof Update Needed	
Initial:	Date:

QUALITY CONTROL	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Rejected	
Initial:	Date:

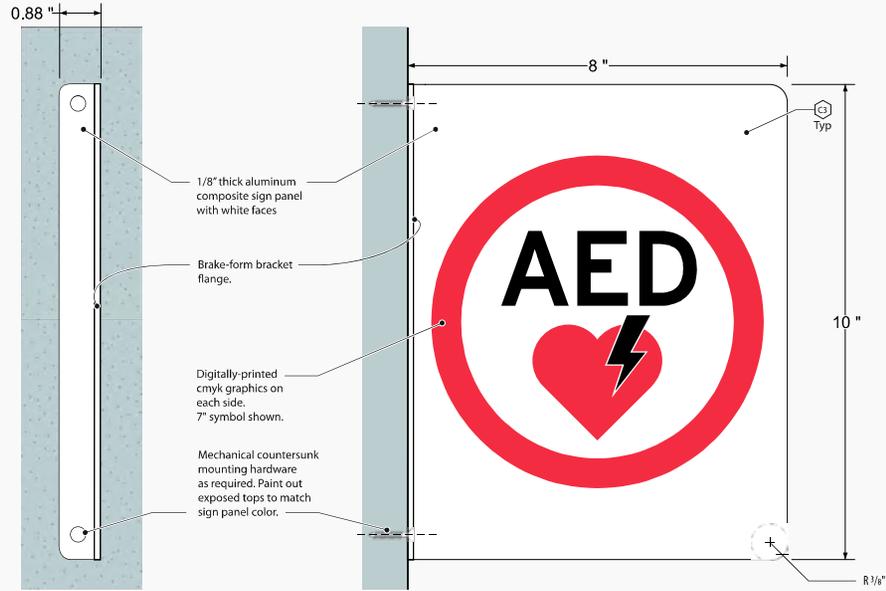
CITY OF BATTLE CREEK Interior Signs ST-F Estimate 002815 Date: 05-20-2024
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BACK VIEW



Sign F1

SIDE VIEW



FRONT VIEW



Sign F2



Sign F3



Sign F4



Sign F5

Notes:

- Fabricate (?) Sign Type F signs
- 0.875" Flange for break-form bracket
- Painted White
- Digitally printed vinyl graphics w/ matte laminate
- Mechanically fasten to wall w/ countersunk hardware

- Mounted 80" above floor
- Centered w/ fire extinguisher, emergency phone, AED box or FDC connection as required



CITY OF BATTLE CREEK

ADDENDUM # 1

RFP#: 2024-083R

TITLE: City Hall Interior Signage

ADDENDUM ISSUED: May 17, 2024

The following changes, additions and deletions have been provided:

CHANGE due date to May 29, 2024, 11:00am.

CLARIFY references to pricing. We are not looking for a price because that isn't feasible for anyone to provide at this point. Rather, we are looking for information on *how* you will price if you get the contract. We're looking for a company to provide design services and then provide and install the signs.

If, however, you can provide an estimated range that *all* the new signs will cost (design to installation), then we definitely would be interested in seeing that. That range will not bind you contractually; it's for information only.

CLARIFY section 5.2, Item 6: Necessary repairs will be identified prior to installation; we will not require companies to repair the wall in places where signs were removed.

REMINDER to follow submittal instructions outlined in section 4.2 and 4.3.

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.



CITY OF BATTLE CREEK

NOTICE OF REQUEST FOR PROPOSALS

RFP#: 2024-083R

TITLE: Battle Creek City Hall Interior Signage

ISSUE DATE: May 6, 2024

PROPOSAL DUE DATE: May 23, 2024, at 10:00 AM EST

LOCATION: Proposals must be submitted online. See page 9 for instructions.
DO NOT EMAIL PROPOSALS.

PRE-PROPOSAL May 14, 2024, 10:00am EST

ONSITE MEETING: Battle Creek City Hall
10 N. Division, 1st Floor Center Lobby

DEADLINE FOR May 17, 2024, 5:00pm EST

QUESTIONS: Submit all questions via email to chluff@battlecreekmi.gov

Purchasing Contact: Chris Huff

E-mail: chluff@battlecreekmi.gov questions only: **do not email proposals**

DESCRIPTION: The City of Battle Creek is seeking proposals from qualified firms to design, fabricate, and install interior signage systems for Battle Creek City Hall.

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 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 portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations OR email 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:	weeks of May 27 and June 3
Interviews, if applicable:	weeks of June 10 and June 17
Final Decision:	by mid-July

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 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.

1.5 **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 and financial stability of any firm submitting a proposal.

1.11 **DELIVERY:** Where applicable, 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.

1.12 **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.

1.13 **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.

1.14 **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.

1.15 **FEDERAL TERMS AND CONDITIONS**

If there are federal terms and conditions attached to this solicitation, they are hereby incorporated as a material part of this contract. In cases of conflict between terms in this agreement, the federal terms shall prevail.

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 contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is agreed that the RFP in its entirety and all enclosed forms are fully incorporated herein as a material part of the contract. In case of conflicts, the most recent document will prevail.
- 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 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).
- 2.14 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.
- 2.15 RECORD RETENTION:** Contractor shall retain all required records for three years after final payments and all other pending matters are closed.
- 2.16 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 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).
- 2.17 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).
- 2.18 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. 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.
- 2.19 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.
- 2.20 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.

3.0 - SPECIAL TERMS AND CONDITIONS

3.1 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.

3.2 CANCELLATION FOR CAUSE (BREACH): 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 obligation under this 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 (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. 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.
- 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 costs from the contractor by any remedies provided by law.

3.3 CANCELLATION 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.

3.4 PAYMENT: Payment shall be made monthly, upon pre-agreed milestones, or at the end of each project, within 30 days following the submittal of a correct invoice for goods received or work performed. Where applicable, 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.

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 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: Bodily Injury	\$1,000,000 each occurrence
(including XCU if appropriate) 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 a certificate holder and 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, Purchasing Division Suite 214, 10 N. Division, 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

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 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 of your firm.
2. Describe your expertise with inclusive and universal design principles. Provide specific examples.
3. Describe your experience with relevant accessibility guidelines and codes. Provide specific examples.
4. List three references that we may contact. Include name and email.
5. Include samples of work with the proposal, photos of recent signs your company has both designed and installed.

B. PERSONNEL QUALIFICATIONS

1. Indicate the professional personnel/subcontractors who will be assigned to this contract, describing their qualifications and experience, and their design capabilities. Include the resumes of all professional personnel who will be assigned to this contract. Responding companies must demonstrate that personnel to be assigned to the project have experience related to the requirements set forth in the Scope of Work.

C. WORK PLAN

1. Describe your understanding of the requirements presented in this scope of work and your firm's demonstrated capability to perform the type of work requested.
2. Propose a completion timeline in terms of months from a notice to proceed.

D. PRICE

1. Submit your pricing model.

5.0 - SCOPE OF WORK

5.1 BACKGROUND

Battle Creek City Hall has areas of either outdated interior signage or no signage at all. The goal is to create signage that is accessible, easy to understand, and welcoming for all users, including those with disabilities, different languages, and diverse backgrounds. The City's key objectives would be to improve wayfinding, enhance safety and security, promote inclusivity and diversity, and adhere to relevant accessibility codes and standards.

Floors 1-3 of City Hall are accessible to the public. We're looking for a professional sign company to advise us on what we need, work with us on design, and then install all the signs.

5.2 DESCRIPTION OF WORK TO BE PERFORMED

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.

1. Sign Types

- Restroom signs (men, women, and gender neutral options)
- Directional/wayfinding signs for common areas (Entrance, Exit, Restrooms, stairs, Elevator, etc.)
- Informational signs (maps, floor directories, etc.)
- Identification Signs (Room ID, Department ID, etc.)
- AED, Fire Extinguishers, and emergency shelter. Possibly exit signs depending on budget.

2. Sign Design

- Vendor to provide multiple design concepts for each sign type
- Designs should use inclusive language, symbols, and modern aesthetics
- Sign design should be sensitive to the historic nature of the facility (Neo-Classical circa 1914)
- Inclusive imagery and iconography that avoids stereotypes and represents diverse populations.
- Colors, fonts, icons, sizes etc. to be determined through design exploration
- Incorporate braille and tactile lettering/elements for accessibility (must adhere to ADA standards)
- Signage must be easy to understand and welcoming to all users, including those with disabilities, different languages, and diverse backgrounds.

3. Sign Content

- Restroom signs: Inclusive icons/pictograms, no gender-specific text when appropriate
- Directional signs: Easy to read wayfinding text and symbols
- Informational signs: Cover non-discrimination, diversity, inclusion messaging

4. Sign Placement

- Vendor to recommend number of signs and placement for:
- Restrooms across multiple floors
- Common areas (lobbies, hallways, elevators)
- Entrances and high-traffic zones

5. Compliance and Accessibility

- All signs must meet current ADA Standards for Accessible Design
- Signs to incorporate best practices from Inclusive Design guidelines
- Braille, tactile text, proper color contrast for accessibility

6. Project Timeline and Installation

- Design, production, and delivery timeline provided by vendor
- Installation services to be included in pricing (includes, site preparation, wall repairs, painting or necessary modifications as needed)
- Provide installation plan

7. Quality Assurance and material

- Outline the expected durability and longevity of the signage material and ease of maintenance
- Provide paper proofs and digital mockups for approval before production
- Final installed signs to be inspected for any defects

8. Maintenance

- Supplies and workmanship warranties for signs provided by the vendor
- Vendor to propose replacement plan/pricing

6.0 - OFFER AND ACCEPTANCE FORM

TO THE CITY OF BATTLE CREEK: We propose to furnish all services, labor, materials, equipment, tools, or transportation required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated in this contract, 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 Proposals and any written exceptions in the offer. We understand that the items in this Request for Proposals, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. 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.

We agree to complete the contract within the times specified in this Request for Proposals.

We acknowledge receipt of the following addendum(s):

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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 Proposal, 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. 2024-083R. 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

APPROVED AS TO FORM BY:

City Attorney

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

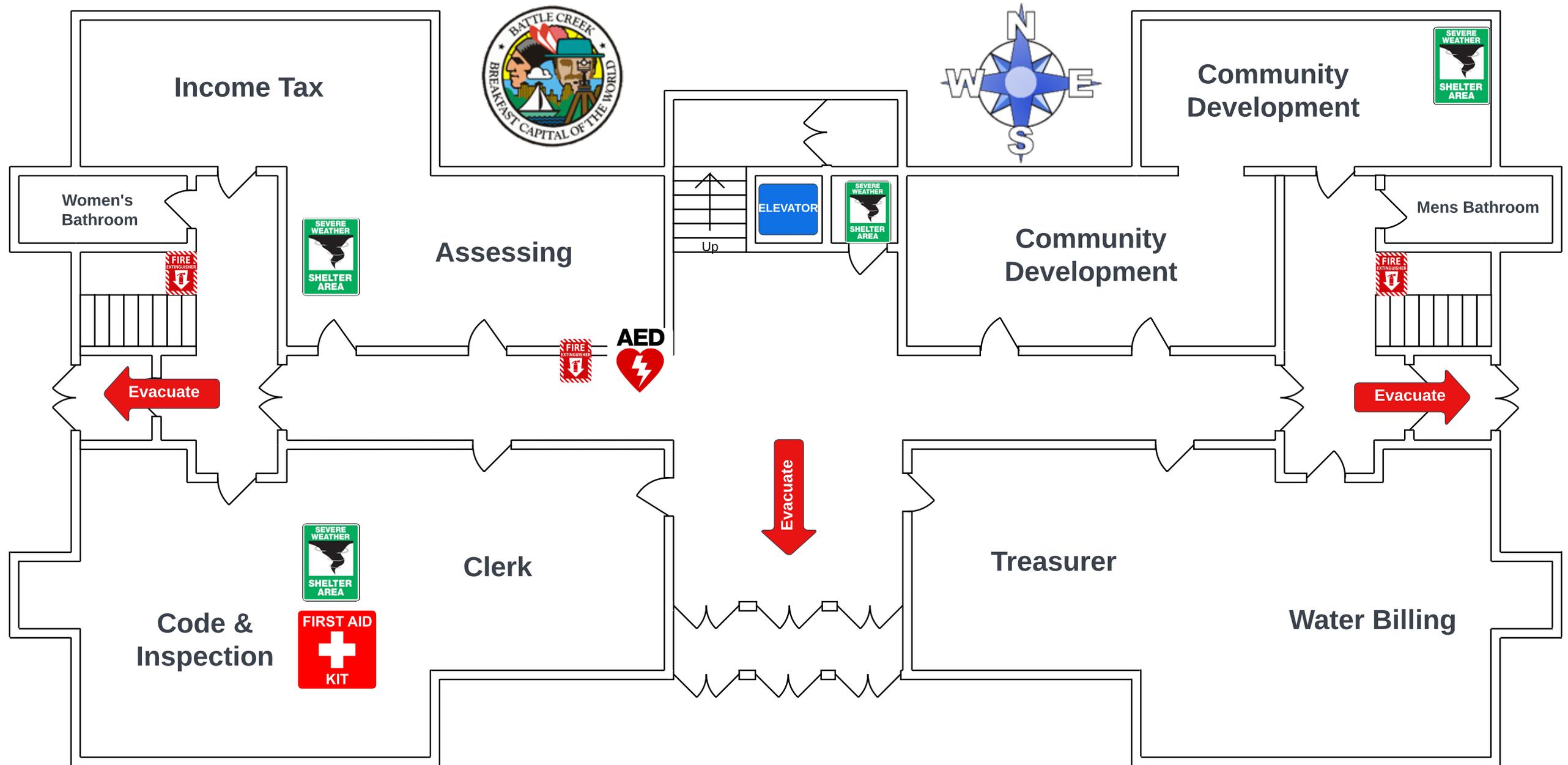
II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (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 Yes or no?	WBE Yes or no?	Approximate dollar value

Emergency Evacuation Map

1st Floor

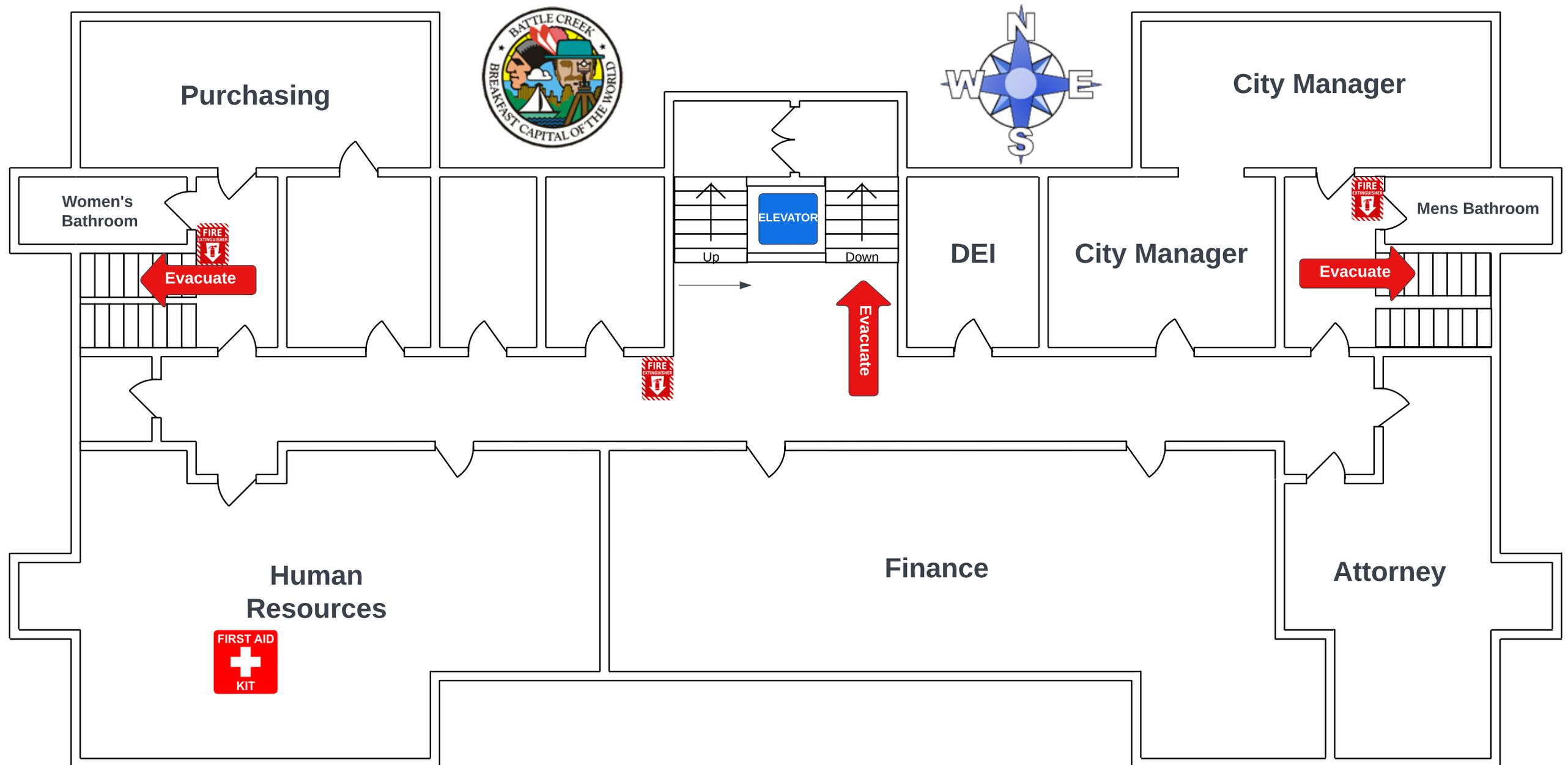


In case of fire, DO NOT USE ELEVATOR.

	Severe Weather Shelters		Automated External Defibrillator		First Aid Kits		Fire Extinguishers
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Emergency Evacuation Map

2nd Floor



In case of fire, DO NOT USE ELEVATOR.



Severe weather shelters are located on the 1st floor & basement.



Closest AED's are on 1st and 3rd floors.



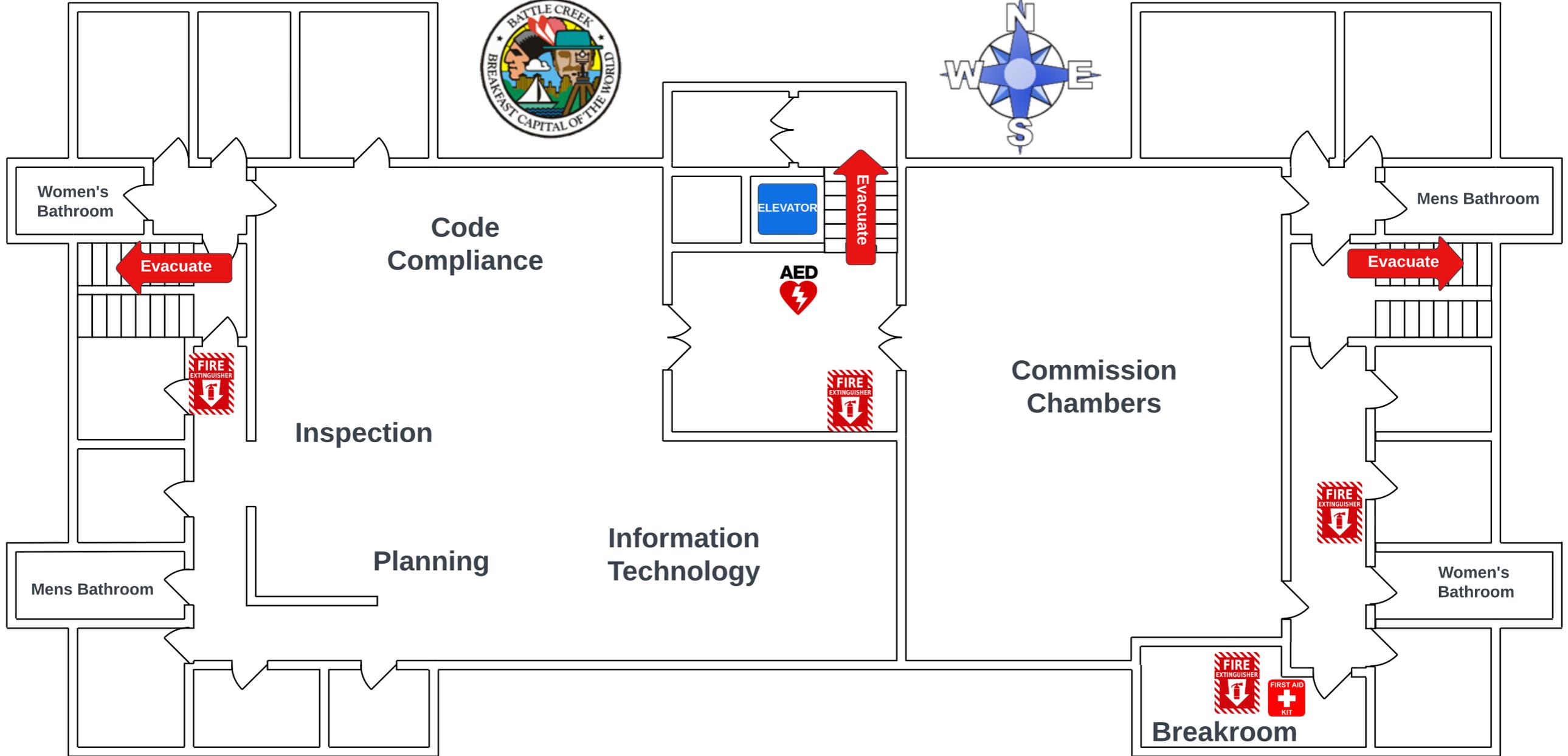
First Aid Kits



Fire Extinguishers

Emergency Evacuation Map

3rd Floor



In case of fire, DO NOT USE ELEVATOR.



Severe weather shelters are located on the 1st floor & basement.



Automated External Defibrillator



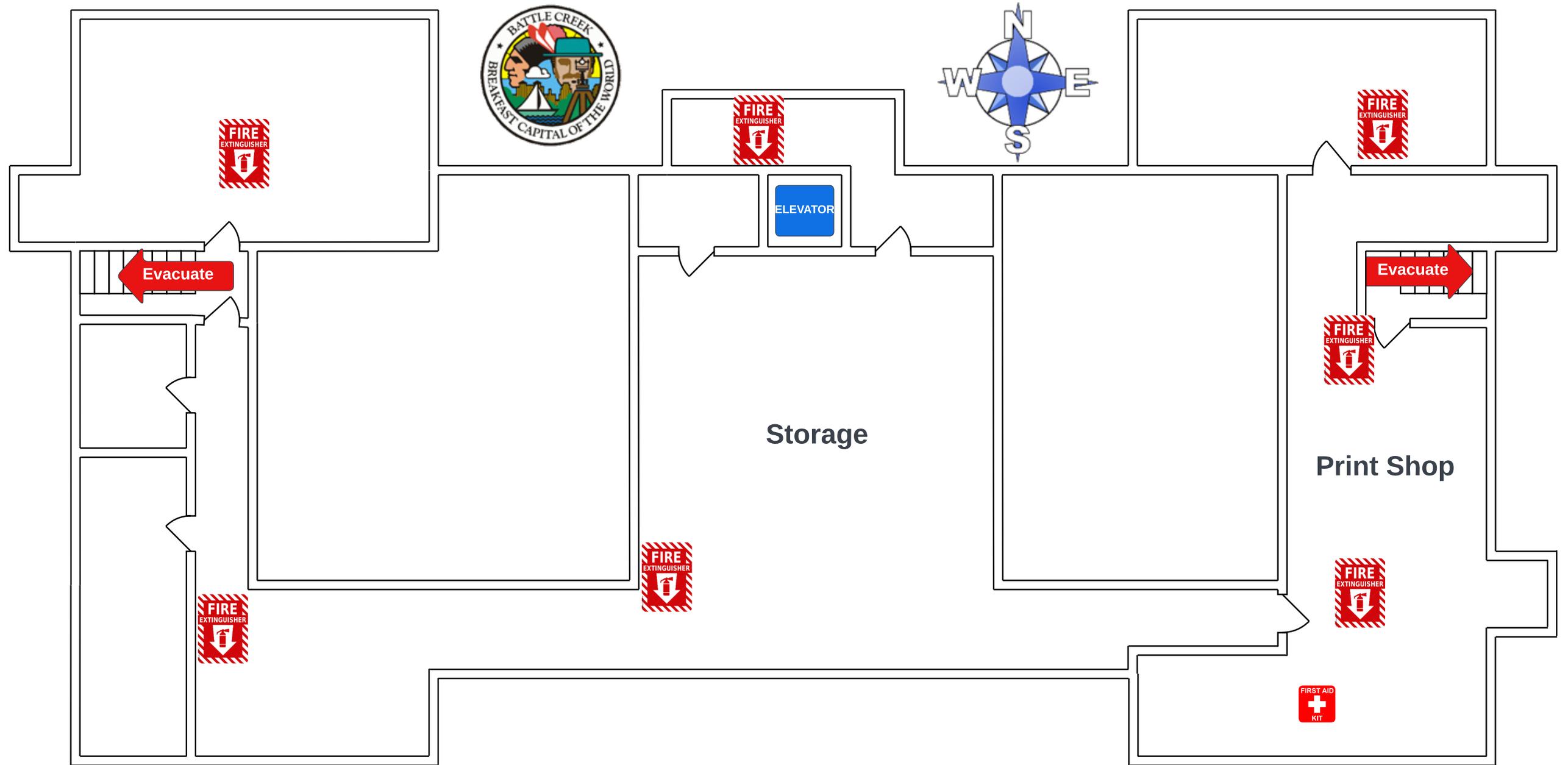
First Aid Kit



Fire Extinguishers

Emergency Evacuation Map

4th Floor



In case of fire, DO NOT USE ELEVATOR.



Severe weather shelters are located on the 1st floor & basement.



Closest AED's are on 1st and 3rd floors.

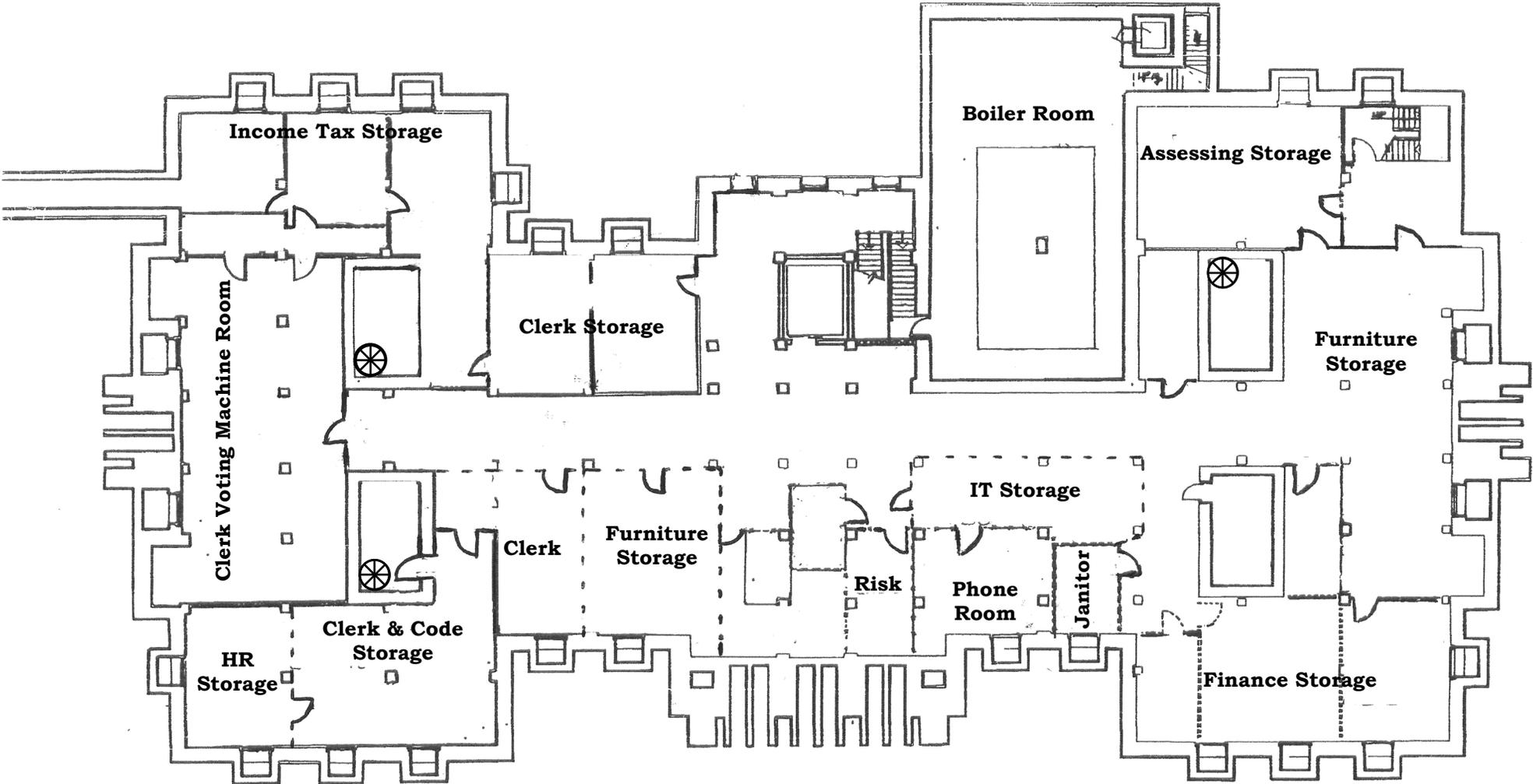


First Aid Kits

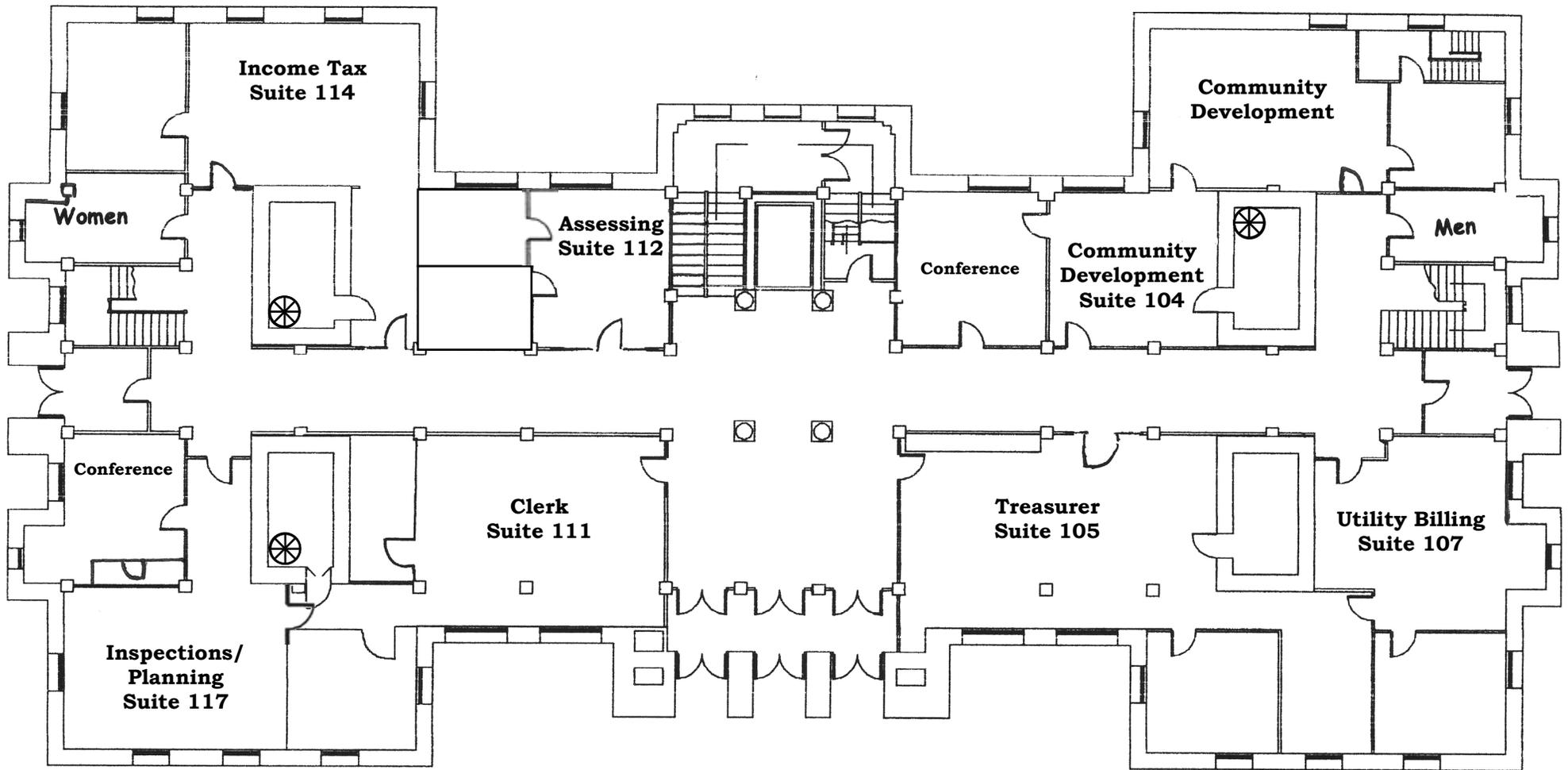


Fire Extinguishers

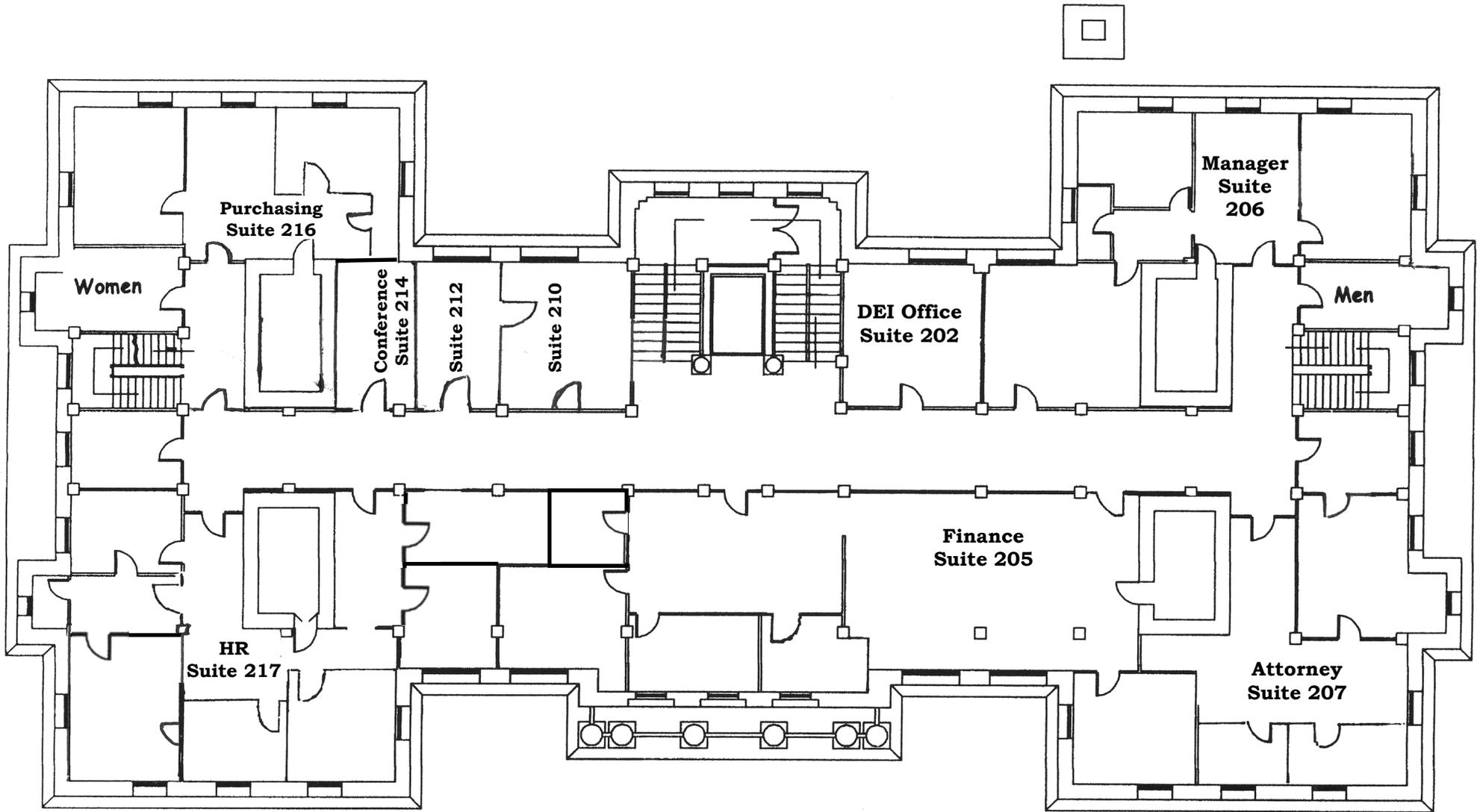
Basement



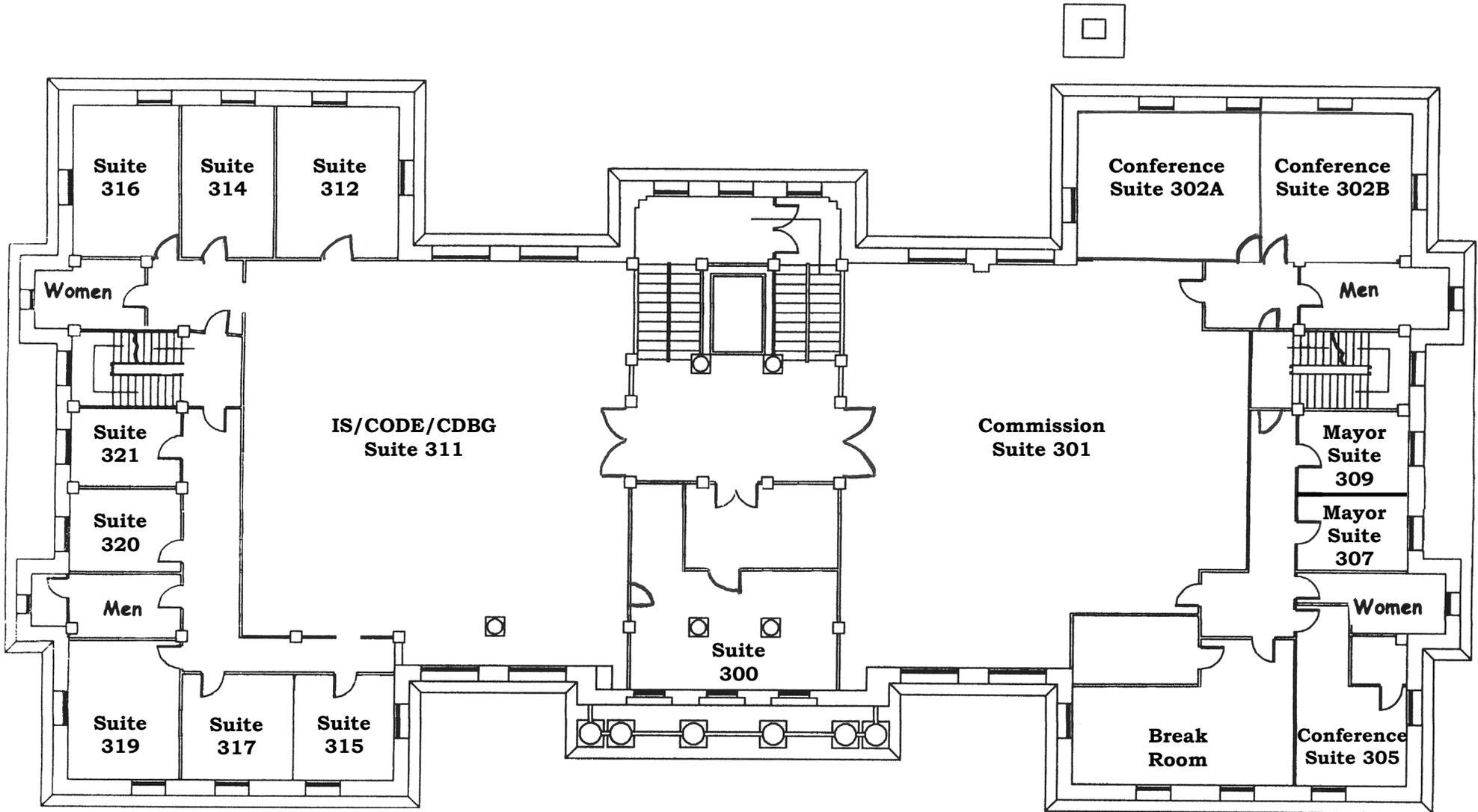
First Floor



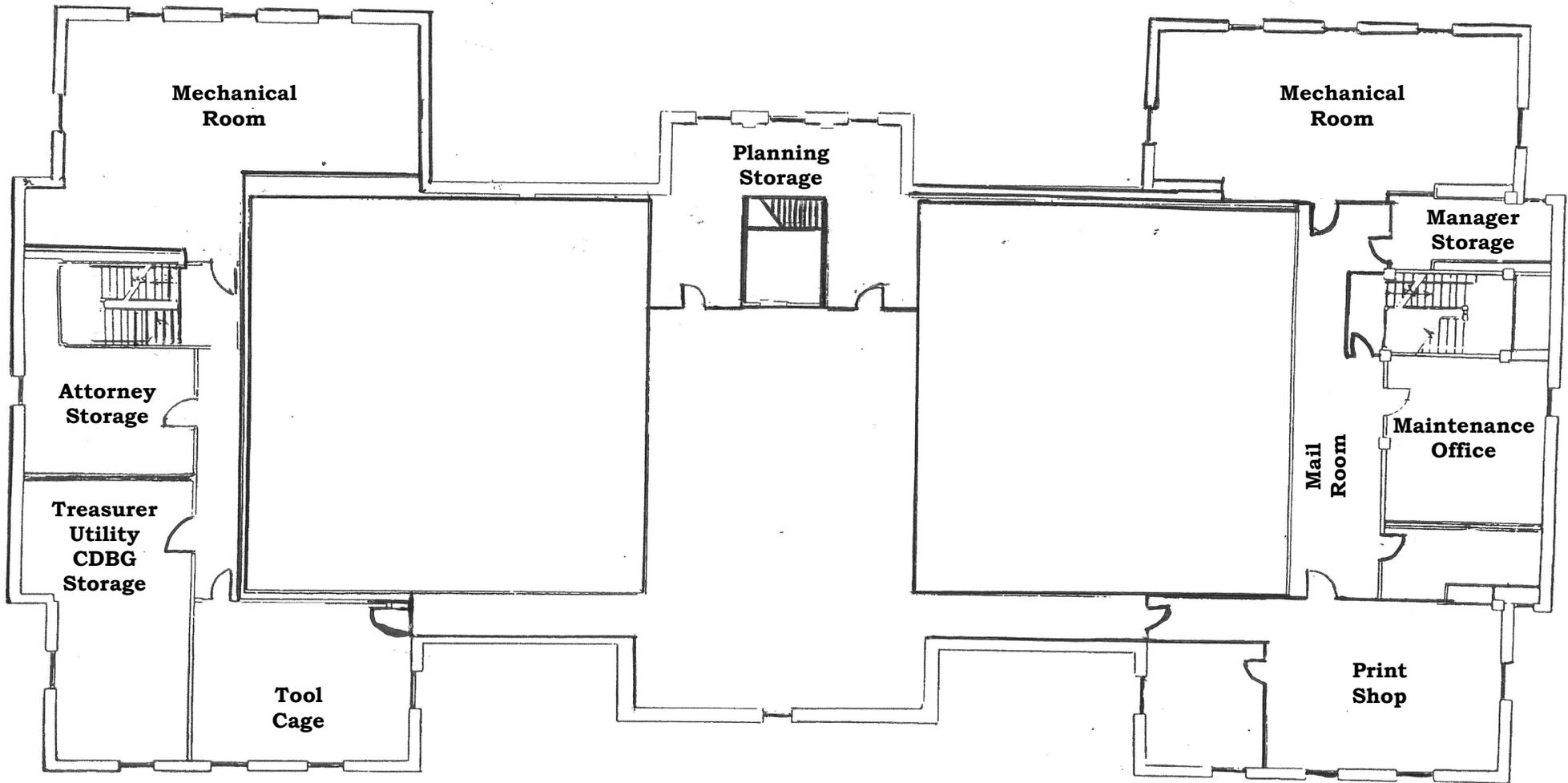
Second Floor



Third Floor



Fourth Floor





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2024

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

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

PRODUCER		CONTACT NAME: Nathan Meissner	
PCE Insurance Agency, LLC		PHONE (A/C. No. Ext): (616) 261-2222	FAX (A/C. No):
2890 Wilson Avenue SW		E-MAIL ADDRESS: nathan@pceinsurance.com	
Grandville MI 49418		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NGM INS CO	NAIC # 14788
INSURED		INSURER B: OHIO SECURITY INS CO	
JOMEALTY LLC AND PRAISE SIGN COMPANY LLC		INSURER C: MIDVALE IN CO	
3404 BUSCH DR SW STE F		INSURER D:	
GRANDVILLE MI 49418-1000		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BPT2643Q	10/27/2023	10/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA00026027	03/21/2024	03/21/2025	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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	Y	Y	CUP2643Q	10/27/2023	10/27/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PR/COMP OPS AGG \$ 5,000,000	
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 N	N/A	Y	XWS58502853	05/11/2024	05/11/2025	<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
D	Owners and Contractors Protective Liability			CPS8013511	06/10/2024	06/10/2025	Each Occurence \$1,000,000 Aggregate \$1,000,000	

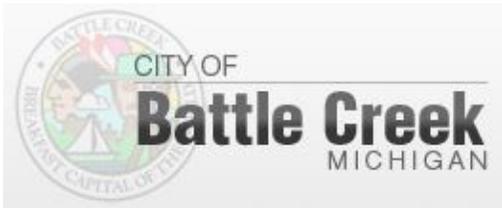
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Battle Creek is an additional insured

CERTIFICATE HOLDER**CANCELLATION**

City of Battle Creek 10 North Division Street Battle Creek MI 49014	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 Nathan Meissner
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Resolution NO. 486

A Resolution identifying the 2024-2025 work plan and measures of success for City Manager Rebecca Fleury's evaluation criteria.

BATTLE CREEK, MICHIGAN - 7/2/2024

Resolved by the Commission of the City of Battle Creek:

That the City Manager Performance Evaluation (CMPE) Committee and City Manager Rebecca Fleury met on February 14, 2024 and asked City Manager Fleury to share the draft 2024-2025 Work Plan with all Commissioners at their March monthly meetings with City Manager Fleury. Those meetings were held and there were no suggested changes to the draft plan.

At the CMPE meeting on June 17, 2024, City Manager Fleury shared the most recent updates from staff regarding work plan progress. At that meeting, the CMPE felt the 2024-2025 was ready to be presented to the whole Commission for adoption.

The attached work plan indicates measures of success upon which City Manager Fleury will be evaluated.

On November 16, 2021, by Resolution No. 256, the City Commission approved the evaluation of the City Manager move from every year to every two years. In 2023, an evaluation will be completed to determine the progress/success in relation to the work plan and measures of success set by the City Commission. The City Manager goals are for a two-year period beginning January 1, 2024, through December 31, 2025.

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Rebecca L. Fleury, City Manager

Department: City Manager

SUMMARY

A Resolution identifying the 2024-2025 work plan and measures of success for City Manager Rebecca Fleury's evaluation criteria.

BUDGETARY CONSIDERATIONS

There are none directly related to this Resolution.

HISTORY, BACKGROUND and DISCUSSION

Section 6 of City Manager Fleury's employment contract provides that she will be evaluated bi-annually on specific criteria developed jointly and approved by the City Commission and Ms. Fleury and communicated to her at the beginning of the evaluation period.

In developing that criteria, the City Manager Performance Evaluation Committee created the "City Manager Evaluation Process Report," which was approved and adopted by the City Commission on February 3, 2015, by Resolution 80.

Part 2 of the aforementioned report provides that among the evaluation criteria, there will be a Goal-Related Evaluation Worksheet containing specific projects by which the City Manager will be evaluated as to her progress/success in meeting the work plan items and measures of success set by the Commission for the City Manager.

The attached document sets out the work plan and measures of success, providing the necessary information as required by Section 6 of her employment agreement.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
□ 2_Year_Work_Plan_FY_24_and_FY25.pdf	Two Year Work Plan FY24 and FY25

City of Battle Creek
Fiscal Year Work Plan

Result: 1. Economy		UPDATED (2024-25)		Updates - 2024			
Theme/Concept	Result Definition	Work Plan Item	Metric(s) - What Constitutes Success	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
(a) Business-friendly city policies and services (encourage growth)	Creates a business-friendly environment that encourages business and economic growth for everyone	SBD: Manage a shared tool to track the entry and exit of businesses in the ecosystem	All businesses seeking help/technical assistance received support			Currently using WKKF grants funds to update and modernize tool.	
		SBD: Online listing of businesses by district	Accurate, up to date business listing by district for public consumption			Exists and is maintained on the SBD website.	
		SBD: Act as a business liaison and advocate for small business development	Where feasible, regulatory issues are mitigated as a barrier to entry			Ongoing. Approx. 60 businesses served year to date.	
		CS: Continue to offer predevelopment meetings	Offer in office and on site predevelopment meetings as requested and when opportunity is presented			Ongoing - Cross departmental staff regularly participates in predevelopment meetings providing technical expertise and guidance/direction	
		CS: Expand availability of online applications and payment (Code and Planning/Zoning)	Add permit application and payment options: Site Plan, Rental Registration, Hen Permit, Fence Permit, Sign Permit, Shed Permit, Medical and Adult Use Marihuana			Online permitting and payment has recently expanded to include Planning and Code Compliance Divisions and was just soft launched. Inspections also added 2 Jotform Surveys one at the application process and one at the Final inspection step.	
		IT: Continued upgrades of software and network hardware	Software and network out of support dates will not have expired/passed.			Ongoing.	
		IT: Marketing plan for the 311	311 website will have new content. Communications will work with 311 on sending out marketing material. New material will be sent out every quarter.			Participate in Service on the Go; Continue to encourage departments to inform 311 Staff of any information to be shared with the public;	
		IT: 311 Information Center Specialists expanding tasks to assist callers	311 Specialists will have added tasks and will be performing them.			SeeClickFix items being reviewed to implement;	
IT: 311 Information Center Specialists standarding communications with departments for process efficiency	311 Specialists will have processes and procedures that reflect how 311 will communicate 311 tasks with departments			311 Specialists are using email to ask questions to update OneNote (business process updates)			

		Airport: Review & plan update of Strategic Business Plan	Identify strengths and weaknesses of current business plan and update as needed	Collecting business related data and examining current SBP	Collecting business related data and examining current SBP
		DEI: Work in partnership with community stakeholders to develop & document inclusive practices for community stakeholders' participation in economic development	Written protocol and criteria for engagement; policy recommendation.		
(b) Support local business	Supports local businesses (including child care and the arts) by ensuring and supporting quality job creation, workforce training, and transportation that is equitable for all	SBD: Advance the number of food retailers operating with integrated POS, online sales, and accounting software	Ensure the majority of business owners are aware of the benefits of tools and online sales		Providing technical assistance on an ongoing basis now that EatsBC has been retired.
		SBD: Conduct business retention visits	General feeling of support among local business and that they have a connection with the city's SBD team		Ongoing. Approx. 30 business visited year to date.
		CS: Professional lead abatement and construction workforce development – offer incentives, training, convene stakeholders (in collaboration with other community partners)	Increase the number of lead certified contractors in our contractor pool. Offer lead abatement workers certification cost reimbursement to contractors.		The City has five active lead abatement contractors working on lead rehabilitations. The City through its contracts with the State CHIP and the HUD LEAD programs reimburses contractors required \$2M Pollution Insurance premium, lead worker and supervisor training and the cost of registering for state exams. The lead programs provided \$2M of rehab. work in 2024. The Minor Home Repair provided of \$500,000 worth of payments to contractors to perform health and safety repairs for low and moderate income homeowners.
		SBD: Regular ESO collaborative meetings and ESO network referrals	Commitment to a collaborative and coordinated approach to managing the small business ecosystem		Ongoing. Weekly referrals and regularly scheduled ESO meetings.
		CS: BCPS Housing Incentive Program	Expected to provide approx 6 participants with \$4,500 per participant per 12 month lease towards monthly rent of a rental property registered with the City of BC; Expected to provide approx 10 participants with up to \$20,000 per participant in down payment assistance to apply to closing costs and mortgage buy downs for the purchase of a home w/in the City of BC and BCPS District		In September 2023, the WK Kellogg Foundation renewed this program for another 3 years. Through May 2024, the program is assisting 12 renters and has helped 3 households with downpayment assistance. There are other teachers and administrators in the process of obtaining new housing.

(c) Supports local workforce	Collaborates to support the local workforce with quality housing, safety, transportation access, utilities, and access to basic needs for all	CS: Hotel/Motel Communal Kitchen Program	Installation of communal kitchens by willing hotel/motel owners to allow for long term stay occupancy.		3 hotel/motels have submitted an application for the program. Total kitchens requested - 17 which could serve up to 136 long term stay units. 1 additional hotel has expressed interest in applying for 2 kitchens but has not yet submitted an application.
		CM: Facilitate support for and pursue implementation of affordable housing development in Battle Creek.	Increase in the overall supply of available units		Needs assessment complete. Currently working with multiple affordable housing developers.
		Transit: Collaborate with employers and employer representatives to address workforce transportation needs.	Identify possible partners and possible funding sources that would support workforce transportation including late nights and weekends.		
(d) Business attraction and retention	Recruits, attracts and retains a diverse mix of businesses	SBD: Provide access to capital through small business grants/microloans	Provide a total \$50,000 in grants/loans targeting a group of 20 - 30 diverse small businesses		\$79,000 in grants to 37 busienses year to date.
		SBD: Launch new businesses within the BC Cargo seasonal pop-up marketplace	Incubate 10 businesses over the next two years		Five leases for the upcoming season.
		SBD: Co-create an inspired and inclusive pool of entrepreneurs to pitch a business idea for financial investment	Launch of 2-3 new startups		Second annual food prize scheduled for fall. Partner with NI on pitch program.
		SBD: Maintain and operating a retail incubator Kitchen in the downtown	Assist the launch of at least one food business in the community		Currently hosing new busines Load-a-Spud.
		SBD: Provide general marketing support for local businesses	Increase awareness of local business and events		Ongoing radio, billboards, water bill inserts and print media to support local business.
		SBD: Share business developments and investments in real-time through interactive GIS mapping system	Private and public access to a comprehensive investment map to aid decision-making		Maintain investement map on SBD website.
		Airport: Continue to pursue airport-wide development	Airport: Work with community partners to develop new airport tenants and support current tennant growth and expansion	Identifying developement oppurtunities	Initial development discussions with 2 interested companies
		CM: Planning for regional economic development.	Identifying and advancing needs for the Marshall mega site.		Work continues on utility (water) connection.

		CS & SBD: Redevelopment Ready Certification Updates and Awareness Campaign	Compliance with RRC requirements for recertification and development of RRC marketing materials		Planning staff have been updating our RRC scorecard and working to identify what additional information/ action will be needed prior to the recertification date.
(e) Attractive to residents, visitors and tourists	Offers a vibrant downtown and commercial areas that is attractive to residents, visitors and tourists	SBD: Promote and incentivize the use of an online platform for local food ordering and delivery	Continued growth and development of EatsBC		EatsBC is no longer operating thus this component will be removed.
		SBD: Create awareness, promote events, brand, and increase the pride and image of the Downtown	Create a noticeable increase in the perception of vibrancy and activity in the downtown		Currently partnering on numerous events in the downtown. Coordinating with a diverse groups of event organizers.
		CM: Develop a detailed action plan for the overall enhancement and redevelopment of the Beckley Road retail corridor	Plan completion by end of 2024		Study is in progress.
		DPW: Provide ongoing downtown maintenance.	Complete work on Monument Park/Sojourner Truth ARPA project.	Work on Monument Park/Sojourner Truth nearing completion. Winter maintenance activities underway.	Work on Monument Park/Sojourner Truth nearing completion - bBidding documents underway for repairs to stone monument. Spring landscaping work underway.
		CS: Utilize Master Plan, Placemaking, and Redevelopment Ready to further enhance downtown vibrancy	Updates to the Master Plan and Zoning Code that supports future development opportunities		Zoning Code amendments were made in April which will provide more flexibility for development/redevelopment in the T-5 District by reducing the minimum lot width from 60' to 30'
		DPW: Continue to work w/Sustainable BC committee to prioritize action items from the plan	Show measurable progress annually toward meeting goals. If annual goals can't be met, report hurdles to meeting these goals and revise Plan based on lessons learned.	Completed Jackson St. forest harvest to be ready to plant 500 new trees in spring.	a) Completed planting of 500 native trees/bushes with 100+ volunteers. b) Earth Day cleanup activities throughout the community w/various volunteer groups. c) Planted trees at Willard Beach for Earth Day w/volunteers d) Planted trees at Timberland stormwater pond

City of Battle Creek
Fiscal Year Work Plan

Result: 2. Safety			UPDATED (2024-25)	Updates - 2024			
Theme/Concept	Result Definition	Work Plan Item	Metric(s) - What Constitutes Success	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
(a) Law enforcement	Enforces laws fairly, justly and equitably	PD: Continuing to work with DEI on recruiting and hiring along with promotional processes	Establishing a diverse pool of candidates for hiring		Actively recruiting a diverse pool of candidates through Interview Now, Cadet/Explorer Program, and other recruiting opportunities as they arrive.		
		PD/DEI: Steward establishment of Community Oversight Board (COB), and work with COB in the development and implementation of review processes	COB fully established and operational with by-laws; onboarding/training protocol established; community trust & legitimacy established		In progress		
		PD: Continuing to assess and evaluate Citizens Police Academy and Police Explorer programs. Utilize COPS programs to enhance community engagement and events	Non-traditional interactions between officers and the community. Construct a community engagement calendar that encompasses all community events. Graduates of Citizens Police Academy continue on to be a part of the Citizens Police Academy Alumni Association		Hosted a CPA in January 2024 with 15 graduates. Looking at scheduling a second class in fall of 2024.		
		CS: Conduct inspections of Vacant/Abandoned and Dangerous Buildings	Continue to conduct vacant/abandoned and dangerous building safety inspections at no cost to the property owners, Number of properties that go back into productive use and number of dangerous buildings demolished		Ongoing.		

(b) Feeling of personal and physical safety	Supports feeling safe throughout the City -in your home, in your neighborhood, in your place of employment, in schools, in downtown and commercial areas	PD: Continuing to work with DEI on recruiting and hiring along with promotional processes	Establishing a diverse pool of candidates for hiring. Maintain 95% sworn strength		Still working at recruiting quality candidates to obtain the 95%.
		PD: Implementation of Command Central Aware to enhance the smart cameras	Full integration		In process and scheduling necessary training.
		PD: Completion of Brain Health program. Ongoing utilization of Chaplains and Peer Support program	Fewer S&A claims due to stress related illness or injury		Extending Brain Health and continuing to work with Chaplains and Peer Support Team.
		DPW: Continue Lead Service Line Replacement Program	Complete 300 lead service line replacements per year.	Continuing to work on replacements ahead of 300 per year.	Continuing to work on replacements ahead of 300 per year.
		DPW & IT: Street light inventory	100% working street lights.	Continue to direct residents to Consumer's Energy reporting site.	Continue to direct residents to Consumer's Energy reporting site. GIS looking to create plan for street light inventory in fall of 2024
		DPW: Continue to work with Consumers Energy to promote street light outage reporting tool	Promote new reporting tool on social media at regular frequency, in BC Works, and with staff/contractor to conduct city wide inventory.	Ongoing	Ongoing
		PD: Support contractual relationships with Bronson, Schools etc	Successfully fulfill contract requirements		Contract fulfillment with the schools. Working with Bronson and Unions for updated contract.
		SBD: Provide ongoing night-time security for parking structures in the downtown	A significant decline in complaints and concerns involving the parking structures		Security firm is in place and operational.

(c) Emergency response	Prepares for, and responds to emergencies including life-threatening medical emergencies, fires, natural disasters, and epidemics	CS & PD: Create an Inspections Disaster Response Plan	Work with the cross departmental team to assess when Inspection services would be utilized in response to a disaster, Research how other communities are utilizing their Inspection Division in response to a disaster, Create a written Inspections Disaster Response Plan		3 Inspectors spent the day in Portage after the tornados to provide assistance in the reporting and inspections of damaged structures information was brought back to review for our use in a disaster.
		HR: Continue to support effective recruitment practices for Police & Fire. Research options for attractive recruitment and retention practices. HR drive Civil Service processes.	Up to date Promotional Lists for BCFD and BCPD. Ratification of all 3 POLC CBA's. New Hire retention past 3 years. Consistent Civil Service meetings and attendance by Commissioners.		HR has taken on more responsibility with Civil Service processes. 2023 FF Eligibility List is expired. Civil Service Commission has Police Dept continues to effectively attract Recruits and have several in the pipeline at Academy. All 3 POLC CBA's successfully ratified.
		PD: Continue to build and work with multi-jurisdiction emergency response teams at the local and regional level	Conduct one exercise per year involving emergency services personnel for a large scale simulated event		Continuing to plan the annual (Northern Strike) exercise for the third quarter.
		PD: Conduct one exercise per year involving emergency services personnel for a large scale simulated event	Conduct one exercise per year involving emergency services personnel for a large scale simulated event		Continuing to plan the annual (Northern Strike) exercise for the third quarter.
		PD: Transition ownership and control of all radio communication systems to Calhoun County Consolidated Dispatch Authority	Complete the transition in 2024		Currently in process
		PD: Increase community partners through structured engagement and operations	Increase community partners through structured engagement and operations		COPs Program and Community Services continuing partnerships throughout residential and business communities.

		<p>Fire: Increase EMS licensure(s) to address the "gap" in service between the response times of the City contract ambulance provider and fire department patient care.</p>	<p>Complete training/licensure of personnel from MFR to EMT-B utilizing the FEMA grant awarded in CY2023. Approximately 35 additional personnel to be upgraded and licensed as EMT-B.</p>		<p>Courses are being built during Q2 and scheduled for Q3 and Q4 to accomplish this plan.</p>
		<p>Fire: Develop and implement BCFD's EMS Strategic Plan</p>	<p>Secure funding, program development, agreed labor concerns, procure equipment, secure ambulance service agreement (per Ordinance 804)</p>		<p>Ongoing work with LifeCare Ambulance on new service agreement.</p>
		<p>IT: Continued Vigilance for detecting and blocking cyber threats 24/7</p>	<p>The Benchmark we are trying to reach is under 15.5%</p>		<p>Research Multi-Factor Authentication solutions; Researching Cybersecurity appliance</p>
		<p>Airport: Review Airport Emergency Plan, and update policies to meet changing threats</p>	<p>Hold annual AEP meeting and work with mutual aid departments to increase safety and situational awareness at the airport</p>	<p>Updating AEP with relevant changes</p>	<p>Updating AEP with relevant changes. Meeting planned for Q3</p>
		<p>Fire: Implement Rescue Task Force program in coordination with PD and EMS</p>	<p>Completion of program and policy development, training, procure equipment, implementation / activation of the program</p>		<p>Researching funding sources for equipment. Planning and policy development meetings set with PD for early Q3.</p>
(d) Safe travel and mobility	<p>Facilitates and supports safe travel through the City for all modes of transportation (including motorists, pedestrians, cyclists, rail, air, bus) –especially in downtown, commercial areas and neighborhoods</p>	<p>PD: Utilize Patrol, COPS, and special assignment programs to enforce traffic laws. Utilize real time analytics to direct traffic enforcement</p>	<p>Reduce complaints of traffic concerns. Continued efforts to reduce traffic accidents by 10%</p>		<p>Traffic blitz scheduled to occur this quarter. Continue to utilize COPS, Patrol, and special assignments to enforce traffic laws.</p>
		<p>DPW: Identify locations with high crash histories</p>	<p>Continue to utilize the Michigan State Police (MSP) crash reporting system for all questions and concerns regarding crash rates.</p>		<p>Ongoing</p>
		<p>DPW: Relocate the winter salt storage facility to a more centrally located site</p>	<p>Complete construction of salt storage facility and additional site work at new central location on Helmer.</p>		<p>Bids for construction were taken for new facility off Helmer Rd. Site needs to be reevaluated for cost savings and rebid in Fall 2024</p>

		Fire: Traffic pre-emption at all signaled intersections	Obtain funding; identify locations; coordination with PD, DPW, Transit.		DPW has secured funding and equipment for an additional 16 intersections to be upgraded.
(e) Crisis response	Prepared to respond to all crises whether it be through experiences of trauma, past and present, in collaboration with all available social support services	PD: Establish protocols through the Protect and Connect grant to enhance patrol response	Establish protocols through the Protect and Connect grant to enhance patrol response. Increase CIT trained officers by 30%		Clinician still working on the relationship development with partnering agencies for enhanced response. Training new CIT instructors in third quarter.
		Fire: Collaborate with PD and EMS and local stakeholders to increase capacity in crisis response (a component of community paramedicine)	Coordinate capabilities, policy development, program development / management, training		Staff continues to work with stakeholders researching capacity for policy and program development and management.
(f) Fire protection and response	Collaborating to ensure equitable fire response, fire prevention and education	Fire: Development of the BCFD Standards of Response Coverage (SORC) Document (a component of the fire accreditation process) which identifies community service level objectives (fire, EMS, special operations) and the adequate necessary response according to industry standards. Alignment for full agency accreditation.	Become an accreditation "registered agency" in FY24 and "applicant agency" FY25; obtain funding for agency accreditation		Staff continues to prepare foundational internal policy and capacity for SORC development.
		Fire: Preparation for fire facilities construction, maintenance and upgrade on all City firehouses. Continue modern fleet maintenance and purchasing.	Identify and complete specific projects under CY24 G.O. Bond issuance. Continue to support funding of fire department fleet upgrades managed with City Fleet Services.		Continuing work with architect in preparation for bond proposal. Fleet tasks are ongoing.

(g) Police protection and response	Provides crime prevention, and personal safety from violent crime for all	PD: Explore increasing the victim advocacy program with additional staff to expand capabilities	Increase number of victim advocates and types of crimes we offer services for and enhanced prosecution		In process
		PD: New RMS and online reporting system with outward facing dashboard to enhance community interaction, information sharing and transparency	Acquire new RMS system and online reporting system		In process

City of Battle Creek
Fiscal Year Work Plan

Result: 3. Transportation and				UPDATED (2024-25)				Updates - 2024			
Theme/Concept	Result Definition	Work Plan Item	Metric(s) - What Constitutes Success	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter				
		DPW: Complete inventory collection for public sidewalks and develop strategy for proactive asset management	Complete backlog of sidewalk repairs from complaint list. Incorporate sidewalk repairs/replacement in with Capital projects. Repair sections of sidewalk as the complaints come in.			FY25 includes sidewalk budget. Staff has been noting locations for replacement. Complete city inventory underway.					
		DPW: Implement and coordinate Asset Management Plan for Roads, Water Distribution, and sewer collection	Continue to use the Asset Management Plan to coordinate projects. Identify and score new projects as they arise.			Ongoing					
		DPW: Provide transparent update to date snow plow status during winter storms.	Utilize public facing snow plow progress mapping site (AVL), and make refinements as necessary.	Snowpaths plow mapping web site now available.		Snowpaths plow mapping web site available. Refinements continue.					
(b) Connected, accessible, reliable transportation network	Plans, designs, constructs and maintains transportation infrastructure (including the airport, roads, bridges, sidewalks, traffic signals, signage, street lighting and drainage)	BCT: Complete bus shelter grants and issue RFP for design/construction, including sidewalk construction	75% to completion of project								
		Airport: Complete and implement updated Airport Layout Plan for future airport development	FAA, MDOT, and BC city commission approved airport layout plan	Collecting data, conducting stakeholder interviews		Alternative design stage					
		Airport: Continue to pursue federal, state, and private investment for updating and maintaining airport infrastructure	Acquiring federal, state, or private investment for airport infrastructure improvements	Selected for competitive FAA grant for structural rehab and update ATCT equipment replacement		Building and equipment investigation complete. contract award Q3					

		<p>PD: Utilize directed patrols for traffic enforcement where data/citizen reports indicate excessive speed and or increased vehicle accidents</p>	<p>PD: Reduced reports of excessive speeding and vehicle accidents</p>		<p>Continuing to utilize COPs, Patrol, and special assignment officers for traffic enforcement and planning traffic blitz for this quarter.</p>
<p>(d) Public Transportation Accessibility</p>	<p>Makes it easy to access and use public transit</p>	<p>BCT: Award contract to Computer Aided Dispatch vendor to provide on-demand and app based transportation software</p>	<p>Implementation of CAD/AVL system</p>		
		<p>BCT: Continue coordination and contracting efforts with the TACC</p>	<p>Fully operational intergovernmental agreement with the TACC to provide transportation.</p>		

City of Battle Creek
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Result: 4. Utilities		UPDATED (2024-25)		Updates - 2024			
Theme/Concept	Result Definition	Work Plan Item	Metric(s) - What Constitutes Success	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
(a) Safe Water	Provides access to safe drinking water and sanitary sewer services	DPW: Safeguard groundwater source	Drill new replacement wells as required by Administrative Consent Order (ACO) with EGLE	Ongoing meetings w/EGLE to replace Verona pumping wells.	Two bids received for replacement wells. Evaluation of bidders in process for recommendation of award.		
		DPW: Develop long range plan for biosolids disposal generated at the WWTP	Reapply for State Revolving Fund (SRF) loan for propose composting facility. Continue to collaborate with Kalamazoo to help identify a regional solution to biosolid disposal.	Ongoing collaborations and meetings w/EGLE for sustainable long-term solutions. New composting regulations and concerns of PFOS/PFOA have rendered composting of biosolids to not be viable.	Continuing to meet w/City of Kalamazoo to find a regional solution.		
		DPW: Outreach and education related to wellhead protection	Secure EGLE source water protection grants for wellhead protection education/outreach, consultant site visits to businesses in WHPA to assess potential risk to drinking water supply.	Continued outreach via social media, radio, print, bill stuffers.	Continued outreach via social media, radio, print, bill stuffers. Children's Water Festival materials distributed to 19 classrooms and over 500 students. Consultant contracted to conduct site visits to WHPA businesses. EGLE grant application submitted for continued outreach.		
(b) Stormwater/Drainage	Provides storm drainage and infrastructure for effective storm water management, and education on	DPW: Continue to work with USACE to develop hydraulic model for naturalization of concrete diversion channel	Complete survey and hydraulic analysis.	Regular meetings with City staff/BCU and Army Corps of Engineers (USACE). Pursued grants for funding. First USACE study completed to confirm project is hydraulically feasible.	Regular meetings with City staff/BCU and Army Corps of Engineers. Received two grants for funding.		
		DPW: Promote and assist the passage of necessary legislation needed to create Stormwater Utility	Meet with state representatives to educate them on the need for legislation in an effort to gain support in Lansing.	Support needed at the State level.	Support needed at the State level.		

	reporting/management of misuse	DPW: Outreach and education related to stormwater and recognizing illicit discharges	Employee education on stormwater protection and recognizing and reporting illicit discharges in stormwater outfalls. Public education on stormwater required in the City's MS4 stormwater permit.	Continued outreach via social media, radio, print, bill stuffers for the public. Employee education provided by emails, fliers and training.	Continued outreach via social media, radio, print, bill stuffers for the public. Employee education provided by emails, fliers and training.
(c) Internet	Collaborates to expand internet access	CM: Finalize spending plan for ARPA broadband allocation and initiate implementation	Expand highspeed internet access to underserved areas of the community		Broadband dollars have been allocated in part to Claude Evans fiber connection. Allocation of additional funds is being considered as part of a the final plan to obligated funding.
(d) Utility Offset	Use green energy sources and processes to reduce/offset utility costs to community	DPW: Continue to work with Consumer's Energy and SEMCO to identify cost savings/energy efficiency opportunities in City buildings.	Create additional energy savings at the WWTP.	Continuing	Meeting with Consumers Business Manager to reduce Power Factor at Full Blast Facility.
		CM/DPW: Complete utility ordinance update	Ordinance updated.		Ongoing

City of Battle Creek
Fiscal Year Work Plan

Result: 5. Environment, UPDATED (2024-25)			Updates - 2024				
Theme/Concept	Result Definition	Work Plan Item	Metric(s) - What Constitutes Success	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
(a) Sustainability Plan	Follow Battle Creek's Environmental Sustainability Plan to improve the quality of life for everyone	CS: Conduct assessment of City owned vacant lot disposition program (inventory, sale price, purchase eligibility, etc.)	Assess complete inventory by zoning district, whether there are reasons why the City should maintain ownership. Review ordinance to assess if conditions of purchase and sale price should be updated.		Properties continue to be assessed and offered to adjacent property owners. City has sold eight properties already this year and have interest of four others.		
		DPW: Continue to work w/Sustainable BC committee to prioritize action items from the plan	Show measureable progress annually toward meeting goals. If annual goals can't be met, report hurdles to meeting these goals and revise Plan based on lessons learned.	First Greenhouse Gas Inventory completed to work toward energy reduction goals. Sustainability team meets to discuss plan goals.	First Greenhouse Gas Inventory completed to work toward energy reduction goals. Sustainability team meets to discuss plan goals.		
		DEI: Work with Sustainable BC Committee & staff to identify and explore environmental justice & sustainability initiatives relative to values outlined in Sustainability Plan	Take action on a specific project and/or initiative; build business & community stakeholders' knowledge around social equity, environmental justice and sustainability; contribute to broader community impact and access goals for River Restoration project				
		BCT: Explore replacement of current vehicles with alternative fuel vehicles (low/no emission).	BCT: Apply for funding to purchase up to three vehicles and associated infrastructure.				

		BCT: Continue implementation of vehicle replacement/asset management plan. Award contract for 10 new, current emission standard, buses	BCT: Order 2nd round of vehicles. Identify if funding is still appropriate for service delivery style to prepare for final phase of vehicle replacement. (i.e. purchase vans or buses with last "leg" of funding?)		
(b) Quality	Promotes practices that maintain clean and healthy air and water for everyday use	DPW: Continue with annual outreach and education programs	Promote environmental stewardship through a variety of events and venues to reach a wide demographic within the community. This may include: Children's Water Festival; recycling events; cleanup events; Farmer's Market booth; social media; radio; movie theater advertising; Google Ads; mailed newsletters	Continued outreach via radio, print, social media, in-person workshops. Polystyrene event at DPW.	Continued outreach via radio, print, social media, in-person workshops. Scrap tire and electronics events at DPW. Children's Water Festival materials distributed to 19 classrooms and over 500 students. Earth Week cleanup event with over 100 community volunteers throughout the City. 500 native trees planted along Jackson St. Eight new trees planted at Willard Beach for Arbor Day.
		DPW: Implement Wellhead protection program, Illicit discharge elimination program, and MS4 stormwater permit requirements.	Secure EGLE Source Water Protection grants for WHP outreach and wellhead protection efforts; inspect designated number of stormwater outfalls annually for illicit discharges; track annual MS4 permit requirements to ensure compliance.	Continued outreach via radio, print, social media, in-person workshops. Following requirements of the MS4 stormwater permit with quarterly meetings with the Battle Creek Area Clean Water Partners.	Continued outreach via radio, print, social media, in-person workshops. Following requirements of the MS4 stormwater permit with quarterly meetings with the Battle Creek Area Clean Water Partners. Outfall and storm pond monitoring conducted.
		DPW: Investigate potential odor control solutions for the Wastewater Treatment Plant	Expand use of Eganix odor control product to additional lift stations.		Ongoing - testing new product.

		<p>DPW: Continue with annual outreach and education programs</p>	<p>Promote recycling through a variety of events and venues to reach a wide demographic within the community. This may include: school visits; recycling events; cleanup events; Farmer's Market booth; social media; radio; mailed newsletters</p>	<p>Continued outreach via radio, print, social media, in-person workshops. Polystyrene event at DPW.</p>	<p>Continued outreach via radio, print, social media, in-person workshops. Scrap tire and electronics events at DPW. Jackson St.</p>
		<p>DPW: Continue to work with contracted waste hauler to improve/expand city-wide recycling and outreach</p>	<p>Track monthly waste volumes and meet with waste hauler monthly to help determine geographic locations to focus outreach efforts.</p>	<p>Volumes tracked monthly. Recycling Raccoons campaign continuing via EGLE grant.</p>	<p>Volumes tracked monthly. Recycling Raccoons campaign continuing via EGLE grant. Tour to recycling facility with members of Sustainability Committee.</p>
(d) Attractive Community	<p>Safe, clean, and maintained environment and equipment attracts both community members and visitors to amenities</p>	<p>CS: Continue Citywide Commercial and Residential Property Survey's</p>	<p>Conduct inspection of commercial and residential properties by geography on a 3 year rotating cycle</p>		<p>Property Surveys were conducted in NPC 2 & NPC 5; NPC 11 is scheduled to begin July/Aug</p>
		<p>DPW: Continue City-wide river/park cleanups; recycling events and outreach to assist community with solid waste disposal issues</p>	<p>Host two City cleanup/stewardship events each year; host annual polystyrene, scrap tire and electronics collections events; provide information to residents on materials recycling and disposal options in the community.</p>	<p>Polystyrene event held at DPW.</p>	<p>Scrap tire and electronics events held at DPW. Earth week cleanup with over 100 volunteers throughout City.</p>
		<p>CM: provide guidance and oversight for effort to naturalize the channelized portion of the Kalamazoo River in downtown Battle Creek</p>	<p>Move from feasibility analysis to project implementation by the end of 2025</p>		<p>Feasibility assessment and initial design is underway.</p>

(e) Conservation	Maintains attractive community parks, corridors, gateways, public and community facilities, and streets that apply conservation practices when applicable	DPW: Seek opportunities to install natural habitats/trees for urban wildlife, stormwater reduction, pollinators, reduced greenhouse gas emissions, aesthetics	Collaborate with City departments to identify properties that would be appropriate for natural habitat.	Continuing to seek opportunities for native plantings.	Continuing to seek opportunities for native plantings. 500 native trees/shrubs planted along Jackson St.
		DPW: Research opportunities/grant funding for green infrastructure	Identify funding and partnership opportunities to install and maintain natural habitat and green infrastructure in appropriate locations.	Continuing to seek grant opportunities. Submitted grant for trees/outreach through National Fish and Wildlife Federation.	Continuing to seek grant opportunities.
		DPW: Maintain clean roadways utilizing street sweepers to prevent debris from entering the stormwater system.	Complete three rounds of street sweeping citywide for all City maintained roadways.		Street sweeping operations are underway. Roughly half the city has been swept this season so far
		CS & DPW: Develop Green Infrastructure Plan	Creation, adoption, and implementation of the plan		Planning and DPW staff held a meeting to discuss working on a plan. Planning staff is exploring the opportunities for grants to fund the study.
(f) Development	Offers desirable, quality neighborhoods with equitable development, accessible sidewalks & transit, and preserved historic sites while promoting new development opportunities, in line with the City's Master Plan	CS: Implement a Historic Districts Awareness and Education Campaign	Disseminate informational materials to HD property owners and social media outlets. Explore installing HD recognition street signs.		Informational materials have been disseminated to property owners. Street signs are under production.
		CS: ZOMA Review and Use – continue to track items that should be considered for future amendments	Present recommendations to Planning Commission and City Commission for ordinance amendments		Planning staff introduced a substantial Zoning Code amendment in April that was approved by City Commission.

City of Battle Creek
Fiscal Year Work Plan

Result: 6. Arts and Culture				UPDATED (2024-25)		Updates - 2024	
Theme/Concept	Result Definition	Work Plan Item	Metric(s) - What Constitutes Success	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
(a) Venues	Encourages development of shopping, dining, and entertainment venues that are open to all						
(b) Activities	Supports cultural, arts, and musical activities that are available for anyone to participate within	SBD: Conduct and collaborate on downtown events	Increased in the number of people participating in downtown activities				Multiple events hosted year to date.
		Airport: Support the Battle Creek Field of Flight	Attend air show related meetings and provide support for event				Finalizing Air show preparation. Event scheduled for July 3-7
		Airport: Coordinate with volunteer committee on 100 year anniversary celebration	Increase awareness fo the contriubtions of the airport to the community				Events scheduled throughout 2024. Centennial celebration scheduled for 9/21/24
(c) Diversity	Promotes diverse and inclusive events and venues for cultural enrichment and celebration	SBD: Partner with diverse community organizations to hold events	Increased visits to the downtown for arts and culture programming				Ongoing with local events colloborative including, VOCES, Urban League and others.
		DEI: Partner with Creatives and Arts & Culture organizations to promote cultural equity, and amplify the role of arts & culture in placemaking and economic development	Bring an explicit racial and ethnic demographic lens to planning; develop, document and implement inclusive practices; short-term experiments (to jumpstart placemaking partnerships); ongoing evaluation				Will engage Arts & Culture organizations in the Fall to identify collaboration opportunities and short-term experiments.

(d) Support	Encourages collaboration, visibility, promotion and support for the arts and culture as well as adequate funding to support these activities	CM: Provide operating subsidy for Kellogg Arena and downtown events	Ensure adequate funding for a full season of event activity.		Included in DDA budget for current and next fiscal year.
		SBD: Provide marketing support and technical assistance for arts and cultural events	Increased awareness of arts and culture in the community		Ongoing with local events collaborative including, Kellogg Arena and others.

City of Battle Creek
Fiscal Year Work Plan

Result: 7. Recreation		UPDATED (2024-25)		Updates - 2024			
Theme/Concept	Result Definition	Work Plan Item	Metric(s) - What Constitutes Success	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
(a) Parks and active lifestyle	Offers community and neighborhood parks, green spaces, access to waterways and programs that are positioned to provide all people with an equal opportunity for leisure and support of an active lifestyle	DPW: Investigate Kalamazoo River Trail opportunities for increased river recreation in the City	Complete survey and hydraulic analysis. City staff to participate in regional Kalamazoo River trailway steering committee to establish access to the Kalamazoo River for paddlers.	Regular meetings with City staff, BCU and Army Corps of Engineers to determine feasibility of river naturalization.	Regular meetings with City staff, BCU and Army Corps of Engineers to determine feasibility of river naturalization.	Regular meetings with City staff, BCU and Army Corps of Engineers to determine feasibility of river naturalization.	
(b) Connected community	Offers trails and paths that connect the community through a pedestrian and bicycle network that affords mobility for everyone to move	DPW: Repave linear path sections to provide a surface suitable for all users	Repave portions of the linear path as funding allows.			\$500k ARPA funded linear path repairs going out for bid.	
		SBD: Collaborate on the development of a outdoor skatepark	Successful implementation of the park			Planning work is ongoing with Stakeholder group including Land Bank. Initial design complete.	
		REC: Develop and implement an action plan on replacing facility fitness center equipment and programming equipment.	Plan in place and replacement of equipment occurs.			Purchased \$10,000 in program equipment using funds from a grant.	
		REC: Continue to offer a full slate of programming year round to all people regardless of where they live, their abilities, or their financial status.	Maintain or increase number of participants in our programs; enrollment in programs by participants that may not have been able to afford registration fees.			Scholarships awarded for spring and summer programs. Program numbers up from 2023.	
		REC: Migrate website to the City's while reviewing functionality and content accuracy.	Websites merged and content updated.			Website has been merged. Continue to work on updating content.	
		REC: Reimagine Bailey Park into a multi-sport complex that expands usage, maintains equitable access for residents, and improves economic impact generation.	Along with community partners, conduct a feasibility study; visit other complexes; proceed with development if approved by City; create capital campaign to secure funds.			Feasibility study is complete. Working on possible funding sources.	

City of Battle Creek
Fiscal Year Work Plan

Result: 8. Governance		UPDATED (2024-25)		Updates - 2024			
Theme/Concept	Result Definition	Work Plan Item	Metric(s) - What Constitutes Success	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
(a) Accessibility	The city acts in an honest, accessible, open and transparent way and is engaging and responsive to its people	CS, COMMS, DEI: Complete a resident engagement assessment to include: NPC structure, various models of engagement (that also incorporates a focus on equity), historical overview of local resident engagement, resource needs assessment, etc.	Add questions specific to engagement on citizen survey, finalize engagement strategic scorecard using Allowance, solicit scorecard review and feedback from community, create RFP for engagement initiative, select and implement RFP services		Nothing specific to this from Comms this Q. Six NPCs are meeting monthly, Community Development provides agendas and minute distribution. NPC leaders have asked to restart quarterly NPC Leadership meetings. Beautiful Battle Creek Awards are happening monthly. DEI Office has identified engagement models for consideration.		
		DPW: Develop long range work plan for County Parks millage funds	Utilize county park millage as match dollars for MDNR Grant for public restroom project at Bailey Park.	MDNR Grant Application Approved by Commission on 3/19/24.	Waiting for response from MDNR on grant for restroom. Currently holding \$325k for city match dollars.		
		DEI: Accessibility Assessment to ensure access to services and support for community members and employees with disabilities	Development of an Accessibility Plan		Working with Facilities to incorporate inclusive and accessible signage in City Hall. Will form Task Group to begin outlining Accessibility assessment/audit and Plan.		

		<p>Comms: Website work – Refresh available around Q3 of 2024; merging separate Recreation website back into main city site; working through use of Monsido (new accessibility function for website acquired in 2023).</p>	<p>Website viewership measurements and information from host CivicPlus; adjustments to website based on feedback and analytics.</p>		<p>Work with CivicPlus to prep for Recreation website merger; waiting for final cost quote. Worked through all misspellings scanned by Monsido. Planning for completing additional work through Monsido.</p>
		<p>Comms: BC City Connection: Service on the Go! – Project to take city services to parks in different parts of the city.</p>	<p>Number of people served; feedback from visitors about their experience. Planning four events from June to September.</p>		<p>Soft launched May 29 at Battle Creek Farmers Market. Low traffic market day, but great interactions with neighbors and able to answer questions with Code, Police, more. Will be at Juneteenth Family Day June 15 for next event.</p>
		<p>CS: Explore reconstituting social service grant making</p>	<p>Assess availability of funding allocation, develop recommended advisory structure, and creation of a grant award instrument for scoring proposals (Allowance)</p>		<p>Staff participated in a meeting with Allowance to review the steps to develop a strategic scorecard. Staff will be working to establish the goals and strategies and then work to develop the scorecard that will be used to assess programs. The Annual Action Plan allocated \$180,000 in funding for Public Services which will be available by RFP in August or September. The Citizen Participation Plan needs to go to Commission for approval to changes in the allocation process before the RFP is issued.</p>

		DEI: Language Access Assessment to identify service gaps & opportunities to enhance language access efforts	Updated to City's LEP Plan based on assessment results; training on providing language access options for all staff; updated facility signage		The Language Access Task Group has completed an internal assessment and is now meeting with community partners to better understand community members experiences accessing city services and recommendations for improvement.
		Comms: Communications Plan and Social Media Policy updates (add accessibility and AI sections).	Completed updates of both plans by end of the work plan period.		No work on this in Q2.
		DPW: Obtain American Public Works Association accreditation	Complete 100 percent of Citywide Standard Operating Procedures (SOPs) by January 1st, 2025.		Ongoing
		DPW: Develop online tools to aid new development.	Develop online calculators for utility connection and future cost and online right of way permit and water and sewer connection permitting to expedite review and authorization.		Still in the work with I.T.
		IT: Renew/Keep Current our Software Subscriptions so that all of our resources are kept up to date and available for our users	Software will not have expiration dates that have passed.		Renewals for Cityworks, SeeClickFix; Discussions about Microsoft Email
		IT: Replacement of laptops and/or desktop computers that are 5 years or older.	No replacement laptops or desktops will be in inventory.		Finishing replacement of 40 desktop computers to the police department;
		IT: CyberSecurity assesment using Critical Security Controls.	Quarterly self-assessment.		Completed CIS controls assessment.

(b) Best Practices

The City uses best practice in financial management, policies, and practices while providing valuable services for the resources

Airport: Review Primary Management & Compliance documents	Conduct Airport Advisory Board meetings and provide updates to on-going governance study		Review underway
Comms: National Community Survey – likely to start process in Q2 2025	Compare results to previous NCS reports, going back to 2015.		N/A
Comms: Branding – new city branding project (and contributions to community branding led by WKKF). RFP draft in place before Q1 2024.	For city, engagement participation and feedback surveys in process.		Postponed; likely no work on this in 2024.
CM: Provide coordination and oversight to a comprehensive effort to secure grant funding to support the various programs and services of the city	Maintain and expand the current level of grant funding throughout the organization		
RSG: Formalize a City wide Inventory Policy	Formal adoption through resolution by the City Commission within 1 year		No update.
RSG: City wide Facilities Department	Addition of City wide Facilities Director		Discussions are currently taking place about how best to implement this change.
RSG: Enterprise Resource Planning (ERP) Software Implementation	"Go Live" with Financial Management, HR, and Utility Billing Modules within two years		Timelines have been established that have the project fully completed in October 2025.
RSG: Facilities Master Plan	Condition Assessments of City owned facilities to include in Facilities Master Plan		Once Facilities staff structure is in place, staff will begin to tackle this.
RSG: Replacement of Credit/Debit Payment Provider	Replace G2G with a more user-friendly solution as part of ERP implementation		Staff have had conversations with new software provider about best timing.
RSG: Purchasing Division-DEI Initiatives	Vendor outreach by Purchasing Division to DBEs/MBEs to solicit greater participation in bidding for projects		Reclassified position within the Purchasing Department to accomplish these goals. This will become effective as part of the FY 25 budget on 7/1/24.

	services for the resources received.	CS: 2025-2029 Five Year Consolidated Plan	Adoption of the plan		Community Development is in the process of developing the community engagement process for the Consolidated Plan update. Planning and CD have a Masters Level intern working on a housing study/needs assessment for the Consolidated Plan, the new Consolidated Plan is due to HUD on May 15, 2025.
		CS/DPW/IT: Link BSA and Citlworks	Information/data being able to transfer between one another		Staff continues to explore capabilities to achieve this. At this time, it appears that there is no easy solution to achieve this. More exploration will need to be done.
		DEI: Build foundational competency on DEI principles at all levels & departments	Staff & volunteer participation in DEI education module(s); capacity-building through practice & application of principles; Departmental DEI goals		Completed DEI Action outline, inc. recommended approached and strategies. Next step: meet with Senior Leadership Team to co-create goals and key performance indicators. Anticipate Action Plan being finalized in July.
		DEI: Embed equity lens in all City operations, policies and practices	Clearly defined definition & characteristics; education on equity tools to operationalize equity; build & support data literacy; performance goals & accountability framework		See above update. Education of equity tool will be a strategy inc. in the Action Plan.
		CS: Explore establishing Administrative Hearing Bureau to address compliance of local ordinance.	Cost analysis, develop programatic design, hold workshop, ordinance amendments, implement communication plan, hiring of personnel,		Working with attorney's office and the City of Jackson on information gathering and history of AHB.

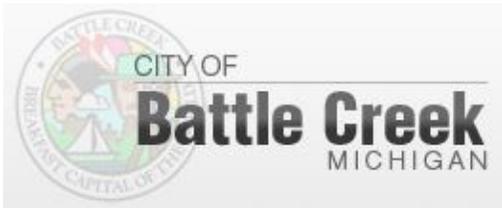
		<p>CM: Review and Implement items from the Diversity, Equity and Inclusion Plan recommended by the Equity Audit results.</p>	<p>Create a phased approach for implementation to be managed by the Director of Diversity, Equity and Inclusion. Organizational culture, psychological safety and inclusion metrics</p>		
		<p>CM/DEI: Coordinate efforts with staff liaisons to indentify and implement boards and committees training as needed for members.</p>	<p>All boards and committees are fully training to understand their roles and responsibilities and DEI principles are embedded in the onboarding process.</p>		<p>This Item will also be incorporated into the DEI Action Plan. Updated volunteer application to include accommodations requests</p>
		<p>Comms: Large engagement and/or messaging campaigns for departments as needed, throughout the period – could include director searches, work with DEI Officer, and campaigns for longer-term projects (early voting, TACC, etc.)</p>	<p>Report on each campaign and how it was achieved.</p>		<p>Fire: Targeted smoke alarm distribution. Fire: Station community conversations. CM: Beckley Road corridor assessment. Water: Lead services. Water: CCR. DPW: Open house. CM: Service on the Go events. HR: City Attorney brochure. Water: Hydrant flushing. DEI: COB. -Can provide details on any of these by request.</p>
		<p>Comms: Community newsletter, BC City Connection, inserted into city utility bills every other month (with online link on e-bills), starting in February 2024. PLUS continue monthly e-newsletter complement, which includes information like latest videos, NPC news, Podcast release.</p>	<p>Proof of each newsletter; survey of neighbor feedback on this format. Subscriber/open/click rates from e-newsletter.</p>		<p>Newsletters successfully created and inserted in bills + linked in e-bill emails - April done, June distributing as of this update. Newsletters also posted to city website.</p>

		<p>Comms: BC City Connection Podcast – one episode per month, with interviews and production by Richard Piet; video version produced by BC Comms.</p>	<p>Viewership and downloads; neighbor feedback.</p>		<p>Going well! April episode about Water Division/DPW open house; May episode about fire stations proposal; June episode releases week of 6/17 and features Recreation. Top app for listening is the embedded player on our website (47%); top episode is voting/elections from Q1; we have 33 downloads this quarter so far. Videos: May episode in top 25 videos viewed + podcast playlist is No. 5 most viewed this Q on YouTube.</p>
		<p>Comms: Quarterly advertising with WWMT News Channel 3 – city information during morning and evening news broadcasts, as well as on streaming services.</p>	<p>Viewership from WWMT analysis.</p>	<p>NEW ENTRY Removing due to budget</p>	

		CS: TRHT (attend and participate in community lead initiatives)	Participate in various TRHT community lead initiatives		The City was a sponsor of the Housing Equity special event held on June 5, 2024 at Washington Heights United Methodist Church. Over 150 people attended and TRHT is providing follow up. THRH and the Battle Creek Area Association of Realtors were the presenting sponsors. Community Development staff attend the monthly meetings of TRHT and the BCAAR Committee on Diversity and Inclusion. Second Wave Media published a story on the event featuring a comment from the Community Development Manager.
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(d) Collaboration	The city engages and collaborates with other governmental entities on regional issues as well as with its community stakeholders to build a better tomorrow for everyone	CS: Homeless Coalition (attend and participate in community lead initiatives)	Planning of annual homeless health fair, serve on Housing Solutions Board (monthly meetings) and Homeless Coalition (monthly meetings), Continue investment in rent assistance programming		The United Way of South Central Michigan became the lead planning body for the Greater Battle Creek Homeless Coalition and administrator for the Calhoun County Continuum of Care in March 2024 after the resignation of Summit Pointe and the Coordinating Council from this role which they have held for over 10 years. The Housing Solutions Board, the decision making body for the Continuum of Care is undergoing a strategic planning process. The Executive Director of S.A.F.E. Place and the City's Community Development Manager are the new co-chairs of the Housing Solutions Board. The Community
		DPW: Update water system agreements with outside jurisdictions.	Finalize new agreements with outside jurisdictions.	In progress	In progress
		HR: Successfully negotiate six successor agreements with POLC - Non Sup, POLC - Sgt, POLC - LT, AFSCME, BCSA and SEIU.	Contracts ratified by represented groups by expiration dates in 2024.		3 POLC agreements have ratified. SEIU/AFSCME/BCSA still in progress.
		CM: Coordinate city efforts by proactively collaborating with departments, service providers, and other stakeholders to address homelessness while reacting to current conditions throughout the community.	Reduction in the overall homeless population in Battle Creek.		Stakeholder engagement is ongoing with service providers.

(e) Competence	The city hires a qualified workforce focused on service excellence and that works toward planning and building a positive community future	<p>HR: Continue evolution of improved recruitment practices with HireReach, JOFI Assessments and NeoGOV. Establish training for effective interviewing. Continue training for front-line supervisors. Continue evaluating options for more effective Onboarding of new hires; explore Mentorship and Ambassadors as an option.</p>	Utilization of new hire onboarding checklist. Completion of supervisory training bi-annually. Roll-out employee satisfaction/stay survey.		Jofi and Skillsurvey fully integrated into recruitment processes. NeoGov transition complete. Currently working on Onboarding actions in NeoGov, July 24 is next target date. Also exploring exit interview process update in NeoGov. No progress as of yet on supervisory training and surveys.
		<p>HR: Focus on updating Administrative Code and City Policies to address recommendations from DEI audit. Continue improving communications and access to information via the HR Portal.</p>	Completion of at least 12 policy reviews per year, ensuring that associated language in Administrative Code is also updated. Continued utilization of HR Portal for policy review and training.		In conjunction with City Atty office, several ordinances have been updated or removed to reflect current policy/practices. S/A policy updated, Bereavement Updates. Parental Leave policy forthcoming.
		<p>HR: Identify and consistently implement Customer Service/Civility in the Workplace training for City employees.</p>	Training to be completed by end of CY2024.		Still Open
		<p>IT: Cybersecurity education and training campaigns</p>	100% completion as assigned.		KnowBe4 Campaign for the quarter coming to a close.
		<p>Comms: Train Police Department staff on social media – requests for Nextdoor and live video (will use YouTube)</p>	Staff trained, and reports on content produced.		No updates this Q.



Resolution NO. 487

A Resolution seeking acceptance of the proposal of best value from Michigan Transportation Connection, Inc., to provide consultant services to the Transportation Authority of Calhoun County (TACC) in a not-to-exceed amount of \$201,000.00.

BATTLE CREEK, MICHIGAN - 7/2/2024

Resolved by the Commission of the City of Battle Creek:

That the proposal of best value for consultant services for the Transportation Authority of Calhoun County (TACC) is accepted from Michigan Transportation Connection, Inc. The City Manager is authorized to execute Contract No. 2024-073R in a not-to-exceed amount of \$201,000.00.

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Christine Huff, Purchasing Agent

Department: Purchasing

SUMMARY

A Resolution seeking acceptance of the proposal of best value from Michigan Transportation Connection, Inc., to provide consultant services to the Transportation Authority of Calhoun County (TACC) in a not-to-exceed amount of \$201,000.00.

BUDGETARY CONSIDERATIONS

The consultant services will be paid for by funds set aside by each of the participating jurisdictions at the time that the TACC was formed. Calhoun County has also committed funds for the work. The City has agreed to hold the contract on behalf of the contributing partners. The City's contribution is being funded by American Rescue Plan Act (ARPA) dollars. Payments are to be allocated as follows:

\$101,000 from 223.50.1358.801.010 is ARPA for the City portion

\$100,000 from 588.21.6395.801.010 comprised of funds from Marshall, Springfield, Albion, and Calhoun County

HISTORY, BACKGROUND and DISCUSSION

The Transportation Authority of Calhoun County (TACC) was established in 2023 and includes within its boundaries the cities of Albion, Battle Creek, Marshall, and Springfield. In order to facilitate its work, the TACC is seeking a consultant to create the framework for the Authority’s operations including governing roles and responsibilities and policies and procedures, and assist the TACC with educational materials, budget development and other activities as needed to form and sustain a fully functioning transit authority.

An RFP was issued on April 5, 2024, seeking proposals from qualified vendors. The project was advertised in the Battle Creek Shopper and sent to all vendors registered in our system for providing transportation consulting services (vendors self-select service and commodity codes).

Before the proposals were due, at the behest of the TACC board, the scope of the proposal was narrowed to a request for qualifications only with hourly rates. The original scope was deemed too specialized and there were concerns that no vendors would bid on the work. Timing was also a factor as the full scope of the original proposal would not be needed based on the current pace of the Authority’s development efforts. The revised approach allows the TACC to utilize the vendor as needed and as directed by the TACC board.

We received one proposal on April 19, 2024, from Michigan Transportation Connection, Inc., who has the experience the TACC requires and has been approved by the TACC. The TACC will direct work to be done on a time and materials basis, with a not-to-exceed amount of \$201,000.00. There are no restrictions on accepting a single bid with federal money.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
2024-074R_Draft_Contract_Transportation_Consultant_Michigan_Transportation_Connection_Inc.pdf	Draft contract
2024-073R_Transition_Consultant_for_Transportation_Authority_Calhoun_County_TACC.docx	Original RFP
2024-073R_Addendum_1.docx	Addendum revising scope of work

6.0 - OFFER AND ACCEPTANCE FORM

TO THE CITY OF BATTLE CREEK: We propose to furnish all services, labor, materials, equipment, tools, or transportation required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated in this contract, 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 Proposals and any written exceptions in the offer. We understand that the items in this Request for Proposals, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. 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.

We agree to complete the contract within the times specified in this Request for Proposals.

We acknowledge receipt of the following addendum(s):

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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.

Michigan Transportation Connection Inc.
Company Name

1401 East Lansing Dr. STE 108
Address

East Lansing MI 48823
City State Zip

Clark A Harder
Signature of Person Authorized to Sign

Clark A. HARDER
Printed Name

CEO
Title

For clarification of this offer, contact:

Name: Clark Harder

Phone: 989-277-0447

Fax: —

Email: Clarkharder55@gmail.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 Proposal, 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. 2024-073R. 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:

APPROVED AS TO FORM BY:

City Manager Date

City Attorney

Witness Signature

Date



We are Michigan Transportation Connection

We are here to help you find
transportation options to exceed
your expectations and meet your
needs. Re COVID-19-MPTA COVID-
19 policy

About Us

Brokerage Service Model

The Michigan Transportation Connection, a 501(3)(c) non-profit organization transportation brokerage, is utilizing a very unique model for delivering Non-Emergency Medical Transportation (NEMT) and other specialized transportation services in the state of Michigan.

What sets Michigan Transportation Connection's brokerage apart from private brokerages, is a business model that utilizes existing tax-payer funded infrastructure such as the United Way's 2-1-1 Call Centers; Public Transit Mobility Managers; and Area Agencies on Aging Call Centers to serve as Mobility Management Call Centers.

Supporters



This model enables us to broker services economically and efficiently.

Business Promise

Unlike privately owned and operated brokerages with shareholders whose focus is on generating wealth, with operating costs increasing from year to year; Michigan Transportation Connection's nonprofit status shifts the focus from profits to high quality service delivery.

Michigan Transportation Connection's shareholders are the citizens of Michigan and its partners are the transportation providers that deliver services. To that end, we strive to use public and private resources to maximize existing taxpayer dollars to not only protect public transit provider interests as well as the interests of Michigan-based private providers, but to deliver the highest quality transportation services to every citizen.

Mobility Management Principles

MTC brokerage model uses the mobility management strategy of managing and delivering coordinated transportation services to customers by focusing on meeting individual customer needs through a wide range of transportation options and service providers. Mobility Management focuses on coordinating these services and providers in order to achieve a more efficient transportation service delivery system for public policy makers and taxpayers who underwrite the cost of service delivery.

Because public transit agencies throughout the state have varying levels of capability with regard to service delivery, whether it be staff, fleet capacity, technology, service area etc., and because MTC will utilize existing infrastructure to broker NEMT and other trips, MTC's will be housed in various locations throughout the state in order to:

- Increase customer accessibility by matching their needs with available resources.
- Increase the level of service coordination between transit and human service agencies.



MASSTRANS

Grants Issued to MTC

Superior Health Foundation

Portage Foundation

Michigan Health Endowment Fund

National Rural Transportation Program

Blue Cross/Blue Shield Foundation

Federal Transportation Administration/Michigan Department of Transportation

Lenawee County Foundation

- Increase service quality, safety and delivery.
- Simplify reservation scheduling process through one access point.
- Use the most appropriate cost-effective transportation possible with available resources.
- Decrease duplication of services.

MPTA Staff

Executive Director: Clark Harder

Clark Harder is the Executive Director of the Michigan Public Transit Association, a position he has held since October, 1999. Prior to that Clark was a Michigan legislator serving in the House of Representatives from 1990-1998. He was the chairman of the Appropriations Subcommittee on Transportation in 1997-98. Clark has also served on the House staff, managed a small business and spent 12 years in broadcasting. He holds a Bachelor's Degree in Journalism from Michigan State University. He is responsible for general Association oversight, as well as coordinating all legislative lobbying activities.

Peter Varga

Proposal to City of Battle Creek Addendum #1 2024-073R

Title: Transportation Consultant to the TACC

Transportation Consult Service L.L.C. has been in place since 2001. The President is Peter Varga and is a sole proprietor public transit consultancy that has had one major client. I have been a consultant to INIT Innovations Inc. from Chesapeake Virginia as a consultant and their representative to the American Public Transportation Association. I have also had contracts with the Capital Area Transportation Authority in Lansing Michigan for work mostly in Work Area Rukes and in negotiations with the Federal Transit Administration Region 5 regarding procurements matters. My experience regarding millages for public transit and the transitioning of authorities from one authority to an ACT 196 Authority stems from my role as Executive Director of the Grand Rapids Area Transit Authority (GRATA) to the Interurban Transit Partnership better know as The Rapid, in Grand Rapids, Michigan as its First Chief Operating Officer.

References are.

Clark Harder, clarkharder55@gmail.com

Paul Skoutelas, pskoutelas@apta.com

Brad Funkhouser, bfunkgouser@cata.org

Peter Varga was the CEO of the Interurban Transit Partnership from 1993 to 2018. Prior to that he was the Director of Operations and then the Executive Director of the Grand Rapids Area Transit Authority. From August 1991 to December 1993 he was the Transit Manager of the Muskegon Area Transit System for Muskegon County from 1991 to 1993. Clark Harder will be a subcontractor in this effort, He is currently the Executive Director of the Michigan Public Transit Association and has announced his retirement later this year. Both resumes are attached.

The background of both individuals has experience in public transportation nationally and in the State of Michigan. Both have experience in the formation of transit systems and in understanding or managing the transition in transit authorities.

Peter Varga's experience in transitioning a transit agency from a local city-based authority to an ACT 196 Authority when the Grand Rapids Area Transit Authority transitioned to become the Interurban Transit Partnership, known as The Rapid in Grand Rapids Michigan. During Peter Varga's tenure as CEO there were three successful millages passed as well as one failed increase effort that was recovered later as the existing millage still existed. The first Millage was in 2000 and then an increase was passed in 2011 by 136 votes after the previous attempt failed. On November 9, 2027, a millage renewal was passed at 1.47 mill by a margin of 8,209 votes.

Hourly Rate proposed is \$225.00 per hour including the subcontractor.

THE RAPID

PUBLIC TRANSPORTATION AUTHORITY
GRAND RAPIDS METRO AREA
Home of Michigan's first bus rapid transit line

• East Grand Rapids • Grand Rapids •
Grandville • Kentwood • Walker • Wyoming

6 CITIES
SERVED



4 successful property
tax millages since 2000

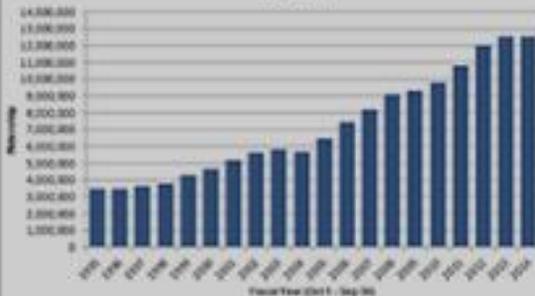
MAY 2011 1.12 → 1.47
most recent millage

INCREASED RATE ALLOWED FOR:

- operational funding for the Silver Line
- fixed-route service improvements

8 Ridership increased by
million from 2000 - 2014

20-Year History of Transit Use in The Rapid Service Area: Fiscal Year
1999 - 2014



4.5 → 12.5
MILLION

28 fixed routes &
paratransit • vanpool
bus rapid transit

AWARDS 6
local & national

2014 INVEST IN ABILITY AWARD

Disability Advocates of Kent County

CHANGE AGENT AWARD

Local First

2014 BEST NEW CONSTRUCTION—SILVER LINE

Neighborhood Business Alliance

2014 ECONOMIC DEVELOPMENT

NEWSMAKER—SILVER LINE

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CITY OF BATTLE CREEK

ADDENDUM # 1 2024-073R

TITLE: Transition Consultant for the TACC

ADDENDUM ISSUED: April 18, 2024

The following changes, additions and deletions have been provided:

REPLACE SECTION 5.2 Scope of Work, in its entirety with the following:

Due to the time constraints on the project, the consultant will provide as-needed consultant services on a time and materials basis, not to exceed \$201,000. Meetings and work shall be scheduled upon mutually agreed-upon dates and times.

REPLACE SECTION 4.3 Evaluation and submittal requirements in its entirety to the following:

A. FIRM QUALIFICATIONS

1. Describe the qualifications of your firm.
2. List three references that we may contact. Include name and email.
3. Describe background, qualifications, and experience of the firm and its consultants including key personnel to be assigned to the project.
4. Indicate the professional personnel/subcontractors who will be assigned to this contract, describing their qualifications and experience. Include the resumes of all professional personnel who will be assigned to this contract. Responding companies must demonstrate that personnel to be assigned to the project have experience related to the requirements set forth in the Scope of Work.
5. Provide your experience transitioning a transit agency into an authority and/or combining multiple transit agencies is preferred.

B. PRICE

1. Submit your hourly rate. Expenses are allowed, but must be supported by receipts and shall not exceed the federal rates.

C. CHANGE due date to April 19, 2024, 12:00pm.

This addendum must be acknowledged on the Offer and Acceptance or Offer to Contract page of your bid/proposal or your bid/proposal may be deemed non-responsive.



CITY OF BATTLE CREEK
NOTICE OF REQUEST FOR PROPOSALS

RFP#: 2024-073R

**TITLE: Transition Consultant for Newly Formed
Transportation Authority of Calhoun County (TACC)**

ISSUE DATE: April 5, 2024

PROPOSAL DUE DATE: April 16, 2024, at 9:00 AM 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 questions only: do not email proposals

DESCRIPTION: The City is soliciting proposals for the purpose of contracting with a consultant to act as the "Interim/Transitional Manager" of the Transportation Authority of Calhoun County (TACC), and the work will be directed by the TACC Board of Directors. The consultant will guide the start-up of the Authority and guide the transition of assets and services. This work also includes budget creation, policy and procedure creation, Board education, millage education, and coordination of municipal parties.

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 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 portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations OR email 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 April 15

Interview: **April 23, 2024**
9:00am – 11:00am
TACC Board meeting Marshall City Hall
323 W Michigan Ave, Marshall, MI 49068

Final Decision: week of May 6

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 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.

1.5 **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 and financial stability of any firm submitting a proposal.

1.11 **DELIVERY:** Where applicable, 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.

1.12 **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.

1.13 **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.

1.14 **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.

1.15 **FEDERAL TERMS AND CONDITIONS**

If there are federal terms and conditions attached to this solicitation, they are hereby incorporated as a material part of this contract. In cases of conflict between terms in this agreement, the federal terms shall prevail.

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 contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is agreed that the RFP in its entirety and all enclosed forms are fully incorporated herein as a material part of the contract. In case of conflicts, the most recent document will prevail.
- 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 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).
- 2.14 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.
- 2.15 RECORD RETENTION:** Contractor shall retain all required records for three years after final payments and all other pending matters are closed.
- 2.16 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 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).
- 2.17 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).
- 2.18 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. 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.
- 2.19 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.
- 2.20 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.

3.0 - SPECIAL TERMS AND CONDITIONS

3.1 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.

3.2 CANCELLATION FOR CAUSE (BREACH): 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 obligation under this 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 (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. 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.
- 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 costs from the contractor by any remedies provided by law.

3.3 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.

3.4 PAYMENT: Payment shall be made monthly, upon pre-agreed milestones, or at the end of each project, within 30 days following the submittal of a correct invoice for goods received or work performed. Where applicable, 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.

3.5 INSURANCE:

NOTE: The selected company must have the coverages listed below, so be sure to account for obtaining this insurance in your pricing as a regular cost of doing business (i.e., overhead), like you would any other expense, and NOT AS A LINE ITEM.

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: WC not required for sole proprietors	\$ 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 a certificate holder and 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, Purchasing Division Suite 214, 10 N. Division, 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

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 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 of your firm.
2. List three references that we may contact. Include name and email.
3. Describe background, qualifications, and experience of the firm and its consultants including key personnel to be assigned to the project.

B. PROJECT TEAM QUALIFICATIONS

1. Indicate the professional personnel/subcontractors who will be assigned to this contract, describing their qualifications and experience. Include the resumes of all professional personnel who will be assigned to this contract. Responding companies must demonstrate that personnel to be assigned to the project have experience related to the requirements set forth in the Scope of Work.

C. EXPERIENCE

1. Provide evidence of previous experience relative to the type and scope of work contained in this RFP. Experience working as a transit provider, transitioning a transit agency into an authority and/or combining multiple transit agencies is preferred.

D. WORK PLAN UNDERSTANDING AND APPROACH

1. Describe your understanding of the requirements presented in this scope of work and your firm's demonstrated capability to perform the type of work requested.
2. Understanding of the scope of work and project approach including a statement of understanding of the TACC goals.
3. Provide a detailed timeline in terms of days/months/years from notice to proceed. PLEASE DO NOT USE ACTUAL DATES at this time.

E. PRICE

1. Submit your pricing, which can be lump sum with milestones or "not-to-exceed" time and materials. All-pricing must include estimated travel/per diem in the amount. This is important due to the federal funding. If this is unclear, please contact Chris Huff at chluff@battlecreekmi.gov or 269-9966-1646.

Provide a breakdown of costs into modules or milestones.

The selected company must have the coverages listed on page 7, so be sure to account for obtaining this insurance in your pricing as a regular cost of doing business (i.e., overhead), like you would any other expense, and DO NOT AS A LINE ITEM.

5.0 - SCOPE OF WORK

5.1 BACKGROUND

The Transportation Authority of Calhoun County (TACC) was created in 2023 in coordination with the Cities of Albion, Battle Creek, Marshall, and Springfield, and facilitated by Calhoun County Government. The TACC and its participating municipalities are seeking a consultant to guide the start-up of the Authority and to guide the transition of assets and services.

The consultant will act as the “Interim/Transitional Manager” of the TACC and work will be directed by the TACC Board of Directors. This work is further identified in the detailed scope of work and includes budget creation, policy and procedure creation, Board education, millage education, and coordination of municipal parties.

5.2 DESCRIPTION OF WORK TO BE PERFORMED

The consultant shall be responsible for all tasks required to establish and transition to a fully functioning transit authority. We estimate the timeline to be 18-24 months from project start.

Immediate needs of the TACC include a review of service plans and pro-forma budget creation. This task includes the development of millage language to support a ballot proposal to be presented to voters in August 2024 and/or November 2024. Additionally, the consultant will complete the necessary tasks to transfer the designated recipient status of the current providers to the TACC including any necessary State or Federal processes to establish a pass-through agreement between the TACC and the City of Battle Creek.

The consultant may be required to subcontract legal services, marketing services, or additional services. The proposal should identify these subcontractors when submitted.

The consultant shall regularly meet with the TACC Board of Directors and key stakeholders, including local municipalities, to fully understand the goals of the TACC. The consultant will be responsible for the creation of planning documents, transitional plans and/or agreements, staffing plans, service scenarios, and leading the organizational transfers of assets, facilities, and employees.

Importantly, the consultant will establish a “road-map” for the next five years of transition including budgeting, service planning, and community education. This plan will include timeline, framework, and any additional requirements to guide the success of the TACC beyond this contract term.

The following is a list of items the consultant will be responsible for. This list is not all-inclusive.

1. Create and/or Draft:
 - a. By-laws for the TACC
 - b. Roles and responsibilities documents
 - c. Policies, procedures, and other required written documents (i.e. Title VI, ADA, etc)
 - d. Service scenarios and corresponding budgets
 - i. Service scenarios must include staff and asset requirements
 - e. Lease agreements, service contracts, and documents as required
 - i. **Contracted legal services should be included in proposal**

2. Identify and Engage:
 - a. Stakeholders including local businesses and municipalities
 - b. Designated recipient transition process
 - c. Funding sources and amounts including possible local funding sources and agreements

3. Establish and Monitor:
 - a. Working group of local stakeholders including "Friends of" group
 - b. Timeline of necessary steps/milestones
 - c. Deadlines for working groups

4. Facilitate:
 - a. Regular meetings of local stakeholders
 - b. Negotiations between involved parties
 - c. Discussions between Federal, State, and Local authorities

5. Recommend:
 - a. Alternative structures, service plans, or agreements
 - b. Ongoing changes and timeline for five years

6. Deliver:
 - a. Detailed transition plan that covers short, mid, and long term tasks and goals of the TACC

6.0 - OFFER AND ACCEPTANCE FORM

TO THE CITY OF BATTLE CREEK: We propose to furnish all services, labor, materials, equipment, tools, or transportation required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated in this contract, 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 Proposals and any written exceptions in the offer. We understand that the items in this Request for Proposals, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. 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.

We agree to complete the contract within the times specified in this Request for Proposals.

We acknowledge receipt of the following addendum(s):

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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.

Michigan Transportation Connection Inc.
Company Name

For clarification of this offer, contact:

1401 East Lansing Dr.
Address

Name: _____

East Lansing MI 48823
City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

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 Proposal, 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. 2024-073R. 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:

APPROVED AS TO FORM BY:

City Manager Date

City Attorney

Witness Signature

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 Yes or no?	WBE Yes or no?	Approximate dollar value



CITY OF BATTLE CREEK
NOTICE OF REQUEST FOR PROPOSALS

RFP#: 2024-073R

**TITLE: Transition Consultant for Newly Formed
Transportation Authority of Calhoun County (TACC)**

ISSUE DATE: April 5, 2024

PROPOSAL DUE DATE: April 16, 2024, at 9:00 AM 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 questions only: do not email proposals

DESCRIPTION: The City is soliciting proposals for the purpose of contracting with a consultant to act as the "Interim/Transitional Manager" of the Transportation Authority of Calhoun County (TACC), and the work will be directed by the TACC Board of Directors. The consultant will guide the start-up of the Authority and guide the transition of assets and services. This work also includes budget creation, policy and procedure creation, Board education, millage education, and coordination of municipal parties.

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 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 portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations OR email 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 April 15

Interview: **April 23, 2024**
9:00am – 11:00am
TACC Board meeting Marshall City Hall
323 W Michigan Ave, Marshall, MI 49068

Final Decision: week of May 6

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 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.

1.5 **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 and financial stability of any firm submitting a proposal.

1.11 **DELIVERY:** Where applicable, 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.

1.12 **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.

1.13 **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.

1.14 **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.

1.15 **FEDERAL TERMS AND CONDITIONS**

If there are federal terms and conditions attached to this solicitation, they are hereby incorporated as a material part of this contract. In cases of conflict between terms in this agreement, the federal terms shall prevail.

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 contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is agreed that the RFP in its entirety and all enclosed forms are fully incorporated herein as a material part of the contract. In case of conflicts, the most recent document will prevail.
- 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 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).
- 2.14 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.
- 2.15 RECORD RETENTION:** Contractor shall retain all required records for three years after final payments and all other pending matters are closed.
- 2.16 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 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).
- 2.17 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).
- 2.18 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. 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.
- 2.19 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.
- 2.20 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.

3.0 - SPECIAL TERMS AND CONDITIONS

3.1 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.

3.2 CANCELLATION FOR CAUSE (BREACH): 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 obligation under this 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 (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. 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.
- 2. Reserve all rights and 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 costs from the contractor by any remedies provided by law.

3.3 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.

3.4 PAYMENT: Payment shall be made monthly, upon pre-agreed milestones, or at the end of each project, within 30 days following the submittal of a correct invoice for goods received or work performed. Where applicable, 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.

3.5 INSURANCE:

NOTE: The selected company must have the coverages listed below, so be sure to account for obtaining this insurance in your pricing as a regular cost of doing business (i.e., overhead), like you would any other expense, and NOT AS A LINE ITEM.

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: WC not required for sole proprietors	\$ 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 a certificate holder and 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, Purchasing Division Suite 214, 10 N. Division, 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

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 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 of your firm.
2. List three references that we may contact. Include name and email.
3. Describe background, qualifications, and experience of the firm and its consultants including key personnel to be assigned to the project.

B. PROJECT TEAM QUALIFICATIONS

1. Indicate the professional personnel/subcontractors who will be assigned to this contract, describing their qualifications and experience. Include the resumes of all professional personnel who will be assigned to this contract. Responding companies must demonstrate that personnel to be assigned to the project have experience related to the requirements set forth in the Scope of Work.

C. EXPERIENCE

1. Provide evidence of previous experience relative to the type and scope of work contained in this RFP. Experience working as a transit provider, transitioning a transit agency into an authority and/or combining multiple transit agencies is preferred.

D. WORK PLAN UNDERSTANDING AND APPROACH

1. Describe your understanding of the requirements presented in this scope of work and your firm's demonstrated capability to perform the type of work requested.
2. Understanding of the scope of work and project approach including a statement of understanding of the TACC goals.
3. Provide a detailed timeline in terms of days/months/years from notice to proceed. PLEASE DO NOT USE ACTUAL DATES at this time.

E. PRICE

1. Submit your pricing, which can be lump sum with milestones or "not-to-exceed" time and materials. All-pricing must include estimated travel/per diem in the amount. This is important due to the federal funding. If this is unclear, please contact Chris Huff at chluff@battlecreekmi.gov or 269-9966-1646.

Provide a breakdown of costs into modules or milestones.

The selected company must have the coverages listed on page 7, so be sure to account for obtaining this insurance in your pricing as a regular cost of doing business (i.e., overhead), like you would any other expense, and DO NOT AS A LINE ITEM.

5.0 - SCOPE OF WORK

5.1 BACKGROUND

The Transportation Authority of Calhoun County (TACC) was created in 2023 in coordination with the Cities of Albion, Battle Creek, Marshall, and Springfield, and facilitated by Calhoun County Government. The TACC and its participating municipalities are seeking a consultant to guide the start-up of the Authority and to guide the transition of assets and services.

The consultant will act as the “Interim/Transitional Manager” of the TACC and work will be directed by the TACC Board of Directors. This work is further identified in the detailed scope of work and includes budget creation, policy and procedure creation, Board education, millage education, and coordination of municipal parties.

5.2 DESCRIPTION OF WORK TO BE PERFORMED

The consultant shall be responsible for all tasks required to establish and transition to a fully functioning transit authority. We estimate the timeline to be 18-24 months from project start.

Immediate needs of the TACC include a review of service plans and pro-forma budget creation. This task includes the development of millage language to support a ballot proposal to be presented to voters in August 2024 and/or November 2024. Additionally, the consultant will complete the necessary tasks to transfer the designated recipient status of the current providers to the TACC including any necessary State or Federal processes to establish a pass-through agreement between the TACC and the City of Battle Creek.

The consultant may be required to subcontract legal services, marketing services, or additional services. The proposal should identify these subcontractors when submitted.

The consultant shall regularly meet with the TACC Board of Directors and key stakeholders, including local municipalities, to fully understand the goals of the TACC. The consultant will be responsible for the creation of planning documents, transitional plans and/or agreements, staffing plans, service scenarios, and leading the organizational transfers of assets, facilities, and employees.

Importantly, the consultant will establish a “road-map” for the next five years of transition including budgeting, service planning, and community education. This plan will include timeline, framework, and any additional requirements to guide the success of the TACC beyond this contract term.

The following is a list of items the consultant will be responsible for. This list is not all-inclusive.

1. Create and/or Draft:
 - a. By-laws for the TACC
 - b. Roles and responsibilities documents
 - c. Policies, procedures, and other required written documents (i.e. Title VI, ADA, etc)
 - d. Service scenarios and corresponding budgets
 - i. Service scenarios must include staff and asset requirements
 - e. Lease agreements, service contracts, and documents as required
 - i. **Contracted legal services should be included in proposal**

2. Identify and Engage:
 - a. Stakeholders including local businesses and municipalities
 - b. Designated recipient transition process
 - c. Funding sources and amounts including possible local funding sources and agreements

3. Establish and Monitor:
 - a. Working group of local stakeholders including "Friends of" group
 - b. Timeline of necessary steps/milestones
 - c. Deadlines for working groups

4. Facilitate:
 - a. Regular meetings of local stakeholders
 - b. Negotiations between involved parties
 - c. Discussions between Federal, State, and Local authorities

5. Recommend:
 - a. Alternative structures, service plans, or agreements
 - b. Ongoing changes and timeline for five years

6. Deliver:
 - a. Detailed transition plan that covers short, mid, and long term tasks and goals of the TACC

6.0 - OFFER AND ACCEPTANCE FORM

TO THE CITY OF BATTLE CREEK: We propose to furnish all services, labor, materials, equipment, tools, or transportation required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated in this contract, 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 Proposals and any written exceptions in the offer. We understand that the items in this Request for Proposals, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. 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.

We agree to complete the contract within the times specified in this Request for Proposals.

We acknowledge receipt of the following addendum(s):

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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.

Michigan Transportation Connection Inc.
Company Name

For clarification of this offer, contact:

1401 East Lansing Dr.
Address

Name: _____

East Lansing MI 48823
City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

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 Proposal, 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. 2024-073R. 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:

APPROVED AS TO FORM BY:

City Manager Date

City Attorney

Witness Signature

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 Yes or no?	WBE Yes or no?	Approximate dollar value



CITY OF BATTLE CREEK

ADDENDUM # 1 2024-073R

TITLE: Transition Consultant for the TACC

ADDENDUM ISSUED: April 18, 2024

The following changes, additions and deletions have been provided:

REPLACE SECTION 5.2 Scope of Work, in its entirety with the following:

Due to the time constraints on the project, the consultant will provide as-needed consultant services on a time and materials basis, not to exceed \$201,000. Meetings and work shall be scheduled upon mutually agreed-upon dates and times.

REPLACE SECTION 4.3 Evaluation and submittal requirements in its entirety to the following:

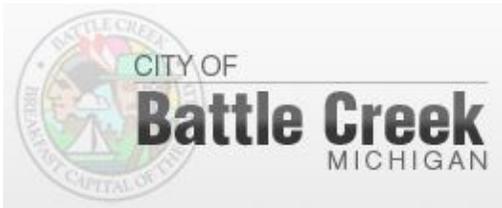
A. FIRM QUALIFICATIONS

1. Describe the qualifications of your firm.
2. List three references that we may contact. Include name and email.
3. Describe background, qualifications, and experience of the firm and its consultants including key personnel to be assigned to the project.
4. Indicate the professional personnel/subcontractors who will be assigned to this contract, describing their qualifications and experience. Include the resumes of all professional personnel who will be assigned to this contract. Responding companies must demonstrate that personnel to be assigned to the project have experience related to the requirements set forth in the Scope of Work.
5. Provide your experience transitioning a transit agency into an authority and/or combining multiple transit agencies is preferred.

B. PRICE

1. Submit your hourly rate. Expenses are allowed, but must be supported by receipts and shall not exceed the federal rates.

This addendum must be acknowledged on the Offer and Acceptance or Offer to Contract page of your bid/proposal or your bid/proposal may be deemed non-responsive.



Resolution NO. 488

A Resolution seeking acceptance of the lowest responsive, responsible bid for the Verona Wellfield Well Replacement Project from Peerless Midwest, Inc., in an estimated amount of \$7,601,965.93, with unit prices prevailing.

BATTLE CREEK, MICHIGAN - 7/2/2024

Resolved by the Commission of the City of Battle Creek:

That the lowest responsive, responsible bid for the Verona Wellfield Well Replacement Project is accepted from Hunter-Prell Company in an estimated amount of \$7,601,965.93, with unit prices prevailing. The City Manager is authorized to execute Contract No. 2025-004B, which will be paid from: 591.23.6090.801.310 – Verona Wellfield Rehab.

The City Manager or her designee is also authorized to approve change orders for up to 5% in aggregate for City-initiated and pre-approved changes for unforeseen field conditions that are not itemized in the contract.

Battle Creek City Commission

7/2/2024

Action Summary

Staff Member: Christine Huff, Purchasing Agent

Department: Purchasing

SUMMARY

A Resolution seeking acceptance of the lowest responsive, responsible bid for the Verona Wellfield Well Replacement Project from Peerless Midwest, Inc., in an estimated amount of \$7,601,965.93, with unit prices prevailing.

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

The solicitation was issued May 21, 2024, for the above-mentioned project, which consists of drilling 21 test wells at the Verona Wellfield to replace 22 existing production wells. Work will include well drilling and construction, development, testing, conversion to production wells, and abandonment of the original wells. Conversion to production wells will include relocation of existing pumping equipment from the existing wellhouse to the location of the new offset well, installation of ductile iron piping, valves, meters, and appurtenances with connections to the existing raw water piping, and electrical power and control conduit and wiring.

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.

As with all construction projects that exceed \$50,000, this is a prevailing wage job and all contract protections are in place.

There was an advertised pre-bid conference held on May 30, 2024, at DPW for the engineers to talk more about the project, and allow vendors to ask questions.

Bid responses were due on June 13, 2024, and they were to be submitted to our online secure website, and read aloud via Zoom.

A bid tabulation is attached.

The bids were reviewed by Aaron Davenport, PE and Principal at Jones and Henry Engineers, and City employees: Steve Skalski, DPW Director; Kurt Tribbett, Engineering Administrator; and Perry Hart, Utilities Administrator. A recommendation was made to accept the bid as recommended above, 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

ATTACHMENTS:

File Name	Description
▣ Tribbett_memo.docx	Tribbett memo
▣ Jones_and_Henry.pdf	Jones and Henry memo
▣ 2025-004B_Verona_Wellfield_Well_Replacement.docx	Original IFB
▣ 2025-004B_Drawings_Verona_Wellfield_Well_Plcmt.pdf	Drawings
▣ STANDARD_CONTRACT_PROTECTIONS.docx	Standard Contract Protections

**DEPARTMENT OF
PUBLIC WORKS**

STREET ADDRESS:

150 S. Kendall Street
BATTLE CREEK, MI 49037

TELEPHONE: 269/966-3343 EXT. 1841

FAX: 269/966-3482

MEMORANDUM

To: Chris Huff, Purchasing Agent
From: Kurt Tribbett, Engineering Administrator
Cc: Steve Skalski, DPW Director
Cc: Jarret Geering, City Engineer
Cc: Perry Hart, Utilities Administrator
Date: June 24, 2024
Subject: 2025-004B VWF Well Replacement

In the fall of 2022 the well casings at the Verona Wellfield (VWF) were inspected and televised. Upon viewing the camera footage it was discovered that the casings were severely cracked or completely missing. Sound casings ensure that surface water and other contaminants do not mix with the groundwater being pulled to supply Battle Creek's drinking water. Concerns of potential surface water mixing due to the condition of the current casings were brought to EGLE immediately. EGLE responded with a Significant Deficiency Violation Notice on December 20, 2022 that required a corrective action plan and schedule within 30 days. The corrective action plan was developed on time with EGLE's oversight and included continual testing and monitoring of production wells; development of plans, specification and bidding documents; and funding through EGLE's Drinking Water State Revolving Fund (DWSRF).

Jones and Henry, the City of Battle Creek's Water Division engineering firm was directed to develop plans and specifications for replacing all 22 production wells in the VWF. Prior to wells becoming production wells, they must first be test wells to show that they can provide draw rates comparable to the well that is being replaced. Test wells are considered part of the project's preliminary engineering and eligible for reimbursement through the DWSRF. This project was bid to drill 22 test wells with 8 wells being converted to production wells using city funds that have been secured with a \$10M revenue bond. This is the first phase of the project to move ahead with construction while the DWSRF continues to work through the process of becoming available later this late fall to early winter,

On June 13, the Purchasing Department took two bids for this project. Jones and Henry reviewed the bids and has recommended Peerless Midwest, Inc. to be awarded the project as the lowest qualified bidder. Please see the attached bid tab and letter of recommendation of which the Engineering Division for the DPW is in concurrence with.

The cost for this project shall be as follows:

591.23.6090.801.310 – Verona Wellfield Rehab \$7,601,965.93

I am requesting that your office prepare a resolution for action by the City Commission for the July 2, 2024 City Commission meeting. Please include 5% for construction contingencies.

Feel free to contact me with any questions or comments.

June 24, 2024

Stephen Skalski, PE
City of Battle Creek, Michigan
Public Works Department - Director
150 South Kendall Street
Battle Creek, MI 49037

Subject: City of Battle Creek, Michigan
Verona Wellfield Well Replacement, DWSRF 7710-01, Contract A
City Bid No: 2025-004B

Dear Mr. Skalski:

The City of Battle Creek, Michigan publicly advertised and received bids for City project 2025-004B, the Verona Wellfield Well Replacement Project, DWSRF 7710-01, Contract A. Jones & Henry has reviewed the bids received on June 13, 2024, for the project. Two bids were received, opened, and read aloud to the public. The bids received are as follows:

<u>Bidder</u>	<u>Total Bid</u>
Peerless Midwest, Inc.	\$7,601,965.93
National Water Services, LLC	\$12,297,113.00

The low bidder is Peerless Midwest, Inc. of Mishawaka, Indiana. After a thorough review of their bid, which included an interview with Peerless Midwest, Inc. project staff and discussions with the Engineer's hydrogeology subconsultant (Fleis & Vandenbrink), we find their bid reasonable and responsible. Peerless Midwest has performed this type of work for many communities throughout southwest Michigan. Neither Jones & Henry nor Fleis & Vandenbrink (hydrogeology subconsultant) have any concerns regarding the Contractor's ability to perform the work.

We recommend the City of Battle Creek award the Verona Wellfield Well Replacements project to Peerless Midwest, Inc. for the estimated cost of \$7,601,965.93. Should the City decide to award the project to Peerless Midwest, Inc., a Notice of Award should be sent to them. Please notify us when you issue the Notice of Award so that we may prepare the Notice to Proceed as only certain bid items are currently approved by the State to

Stephen Skalski, PE
City Bid No: 2025-004B
June 24, 2024
Page 2

begin construction. If you have any additional comments or concerns, please feel free to contact us at your convenience.

Sincerely,

JONES & HENRY ENGINEERS, LTD.



Aaron J Davenport, PE
Sr. Vice President, Office Director

AJD/ajd

C: Jarret Geering, PE – City of Battle Creek
Perry Hart – City of Battle Creek
Kurt Tribbett – City of Battle Creek
Bob Koehn – City of Battle Creek
Chris Huff – City of Battle Creek



DWSRF Project No. 7710-01, Contract A
Verona Wellfield Well Replacement Project

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**CITY OF BATTLE CREEK, MICHIGAN
 NOTICE OF INVITATION FOR BIDS
 Verona Wellfield Well Replacements DWSRF 7710-01 Contract A
 IFB #2025-004B**

IFB DUE DATE and TIME: June 13, 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 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 Verona Wellfield Well Replacements – DWSRF 7710-01 Contract A project. This project consists of, but is not limited to, drilling twenty one (21) test wells at the Verona Wellfield to replace twenty-two (22) existing production wells. Work will include well drilling and construction, development, testing, conversion to production wells, and abandonment of the original wells. Conversion to production wells will include relocation of existing pumping equipment from the existing wellhouse to the location of the new offset well, installation of ductile iron piping, valves, meters, and appurtenances with connections to the existing raw water piping, and electrical power and control conduit and wiring.

<p>PRE-BID CONFERENCE: May 30, 2024, 10:00am A non-mandatory Pre-Bid Conference will be held on at The Battle Creek, Department of Public Works, Room 214, located at 150 South Kendall Street, Battle Creek, MI 49037</p> <p>Prospective bidders are strongly encouraged to attend.</p>	<p>PLANHOLDERS LIST: https://vrapp.vendorregistry.com/Vendor/Selection/Subscription/Selection?buyerSource=battle-creek-mi-vendor-registration</p> <p>FUNDING: his project is being funded by both City funds and the Michigan Department of Environment, Great Lakes and Energy (EGLE) through the Drinking Water State Revolving Fund (DWSRF) program. All requirements of this DWSRF program are part of this project.</p>
<p>TECHNICAL QUESTIONS OR SITE VISITATION: Kurt Tribbett, 269-966-3355 ext. 1841 krtribbett@battlecreekmi.gov</p>	<p>PREVAILING WAGES: Contractor shall comply with Davis-Bacon Act Requirements pursuant to DWSRF Funding, See Section VI for additional information.</p>
<p>BID SUBMITTAL QUESTIONS: Christine Huff Email: chuff@battlecreekmi.gov</p>	<p>IFB ISSUE DATE: May 21, 2024</p>
<p>BID VALID: 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.</p>	<p>ADDENDA: 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.</p>
<p>BID BOND: 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.</p>	<p>PERFORMANCE/LABOR/MATERIALS BONDS: 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.</p>

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 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 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: 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 of 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 **two thousand dollars (\$2,000.00)** 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	\$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, 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).

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;

Acknowledgement of addenda: _____; _____; _____; _____; _____; _____

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 FORM

City of Battle Creek, Calhoun County, Michigan

Verona Wellfield Well Replacements

Jones & Henry Project No. 008-8000.001 DWSRF Project No. 7710-01 Contract A

Item	Description	Estimated Quantity	Units	Unit Price	Extended Amount
1	Mobilization, Demobilization, & General Conditions	1	LS	\$ _____	\$ _____
2a	Drilling of Test Wells - DWSRF	1967	VF	\$ _____	\$ _____
2a	Drilling of Test Wells – City	1124	VF	\$ _____	\$ _____
2b	Installation of Well Casing - DWSRF	832	VF	\$ _____	\$ _____
2b	Installation of Well Casing – City	372	VF	\$ _____	\$ _____
2c	Grouting of Test Well Casing, Full Depth - DWSRF	733	VF	\$ _____	\$ _____
2c	Grouting of Test Well Casing, Full Depth – City	419	VF	\$ _____	\$ _____
2d	Disinfection of Test Wells - DWSRF	13	EA	\$ _____	\$ _____
2d	Disinfection of Test Wells - City	8	EA	\$ _____	\$ _____
2e	Development of Test Wells - DWSRF	13	EA	\$ _____	\$ _____
2e	Development of Test Wells - City	8	EA	\$ _____	\$ _____
2f	Aquifer Performance Testing of Test Wells - DWSRF	13	EA	\$ _____	\$ _____
2f	Aquifer Performance Testing of Test Wells - City	8	EA	\$ _____	\$ _____
2g	Televising of Test Wells - DWSRF	13	EA	\$ _____	\$ _____
2g	Televising of Test Wells - City	8	EA	\$ _____	\$ _____
2h	Capping Test Well - DWSRF	13	EA	\$ _____	\$ _____
2h	Capping Test Well – City	8	EA	\$ _____	\$ _____
3a	Work at Well Site 115	1	LS	\$ _____	\$ _____

3b	Work at Well Site 117	1	LS	\$ _____	\$ _____
3c	Work at Well Site 136	1	LS	\$ _____	\$ _____
3d	Work at Well Site 137	1	LS	\$ _____	\$ _____
3e	Work at Well Site 138	1	LS	\$ _____	\$ _____
3f	Work at Well Site 139	1	LS	\$ _____	\$ _____
3g	Work at Well Site 140	1	LS	\$ _____	\$ _____
3h	Work at Well Site 141	1	LS	\$ _____	\$ _____
3i	Work at Well Site 142	1	LS	\$ _____	\$ _____
3j	Work at Well Site 143	1	LS	\$ _____	\$ _____
3k	Work at Well Site 144	1	LS	\$ _____	\$ _____
3l	Work at Well Site 145	1	LS	\$ _____	\$ _____
3m	Work at Well Site 146	1	LS	\$ _____	\$ _____
3n	Work at Well Site 147	1	LS	\$ _____	\$ _____
3o	Work at Well Site 148	1	LS	\$ _____	\$ _____
3p	Work at Well Site 149	1	LS	\$ _____	\$ _____
3q	Work at Well Site 150	1	LS	\$ _____	\$ _____
3r	Work at Well Site 151	1	LS	\$ _____	\$ _____
3s	Work at Well Site 152	1	LS	\$ _____	\$ _____
3t	Work at Well Site 153	1	LS	\$ _____	\$ _____
3u	Work at Well Site 154	1	LS	\$ _____	\$ _____
4	Existing Well Abandonment	21	EA	\$ _____	\$ _____

GRAND TOTAL BASE BID \$ _____

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 15, 2024. The undersigned further agrees to complete the project by December 31, 2025.

LIQUIDATED DAMAGES

Liquidated damages of **\$2,000.00** 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

TABLE OF CONTENTS

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)

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. 2025-004B

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 drilling twenty one (21) test wells at the Verona Wellfield to replace twenty-two (22) existing production wells. Work will include well drilling and construction, development, testing, conversion to production wells, and abandonment of the original wells. Conversion to production wells will include relocation of existing pumping equipment from the existing wellhouse to the location of the new offset well, installation of ductile iron piping, valves, meters, and appurtenances with connections to the existing raw water piping, and electrical power and control conduit and wiring..

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

**2025-004B Verona Wellfield Well
Replacement Project**

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

ELEC0445-007 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 35.97	24.49

 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

 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)

 IRON0025-011 06/01/2023

	Rates	Fringes
IRONWORKER (REINFORCING).....	\$ 31.43	34.77
IRONWORKER (STRUCTURAL).....	\$ 34.85	38.44

 LABO0334-007 09/01/2022

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, 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

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)).

 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 – DWSRF EQUIVALENCY PROJECT REQUIREMENTS

Bidders shall note that portions of the Project described herein is a DWSRF Equivalency Project and all items included in this section are requirements of the funding source. Failure to comply with and/or fully complete and submit these items with your bid may lead to the bid being considered non-responsive.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
Finance Division

EQUIVALENCY PROJECTS CONTRACT BOILERPLATE LANGUAGE

Instructions:

The following is the required standard contract language that must appear in bidding documents of Clean Water State Revolving Fund and Drinking Water State Revolving Fund equivalency projects. Determination of equivalent vs. non-equivalent projects is made on a yearly basis as indicated in the Intended Use Plan (IUP) and will be communicated by your EGLE project manager. If you are unsure whether your project is equivalent, consult with your EGLE project manager.

- **Domestic Preference Requirements**
 - All projects must comply with federal domestic preference requirements. For equivalency projects this means compliance with Build America, Buy America (BABA) requirements ~~unless otherwise specified, then the project must comply with existing American Iron and Steel (AIS) requirements.~~ Only either **BABA Contract Language** ~~or~~ **AIS Contract Language** should appear in the bidding documents, not both.
- **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**
- **Davis-Bacon and Related Acts/Prevailing Federal Wages**
- **Labor Standards Provisions for Federally Assisted Projects**
- **Disadvantaged Business Enterprise (DBE) Requirements**
- **Good Faith Efforts (GFE) Worksheet***
- **Certification Regarding Debarment, Suspension, and Other Responsibility Matters***

*Bidders should note these sections contain instructions regarding forms/information that must be completed and included with any submitted bid.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

American Iron and Steel Contract Language

The Contractor acknowledges to and for the benefit of the City of Battle Creek, MI (“Purchaser”) and the Michigan Department of Environment, Great Lakes, and Energy (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or the Drinking Water State Revolving Fund and such laws contain provisions commonly known as “American Iron and Steel (AIS);” that requires all iron and steel products used in the project be produced in the United States (“AIS Requirements”) including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification, or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Build America, Buy America Contract Language

The Contractor acknowledges to and for the benefit of the City of Battle Creek, MI (“Owner”) and the Michigan Department of Environment, Great Lakes, and Energy (the “Funding Authority”) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Contractor acknowledges to and for the benefit of the City of Battle Creek, MI (“Owner”) and the Michigan Department of Environment, Great Lakes, and Energy (the “Funding Authority”) that it understands:

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of the U.S. Environmental Protection Agency (or EPA)’s financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

Davis-Bacon and Related Acts/Prevailing Federal Wages

P.L. 111-88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. The "Contracting Agency" or "Contracting Officer" for Davis-Bacon Wage Decision posters on jobsites is the loan applicant/bond issuer. A copy of the Labor Standards Provisions for Federally Assisted Projects is included and is hereby a part of this contract.

REPLACE THIS PAGE WITH THE APPROPRIATE WAGE DECISION AND MODIFICATIONS.

NOTE: The required/appropriate Wage Decision must be obtained from the United States Department of Labor (DOL) at: sam.gov/content/wage-determinations

The Wage Decision that appears in the contract modifications must be that which was in effect on the date 10 days before bid opening. Updated Wage Decisions can be included in the contract documents as an addendum.

A single category of Wage Determinations should be used unless multiple classifications can be justified as a substantial part of the project. If using multiple Wage Determination classifications, the contract must be at least \$1 million and must comprise at least 20 percent of the total project cost.

Questions regarding prevailing wage and labor standards provisions should be directed to the DOL Wage and Hour Division. Regional offices can be found on the DOL website at dol.gov/agencies/whd or by calling 1-847-9243. To submit an email inquiry, use the [WHD Contact Form](#)

See page 29 for wage determination

Labor Standards Provisions for Federally Assisted Projects - 29 CFR Part 5

§5.5 Contract provisions and related matters.

- (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
- (1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (2) *Withholding.* The **(write in name of Federal Agency or the loan or grant recipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the

work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- (3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at dol.gov/agencies/whd/government-contracts/construction/forms or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Michigan Department of Environment, Great Lakes, and Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as maybe necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) *Apprentices and trainees-* (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the

applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the jobsite in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.
- (b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be

liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The **(write in the name of the Federal agency or the loan or grant recipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec.5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Michigan Department of Environment, Great Lakes, and Energy and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Disadvantaged Business Enterprises (DBE) Requirements

Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts (GFE), as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Place DBEs on solicitation lists and solicit DBEs whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Arrange timeframes for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. The DBEs should be given a minimum of 5 days to respond to the posting.
3. Consider in the contracting process whether firms competing for large contracts can be subcontracted with DBEs. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. Completed Good Faith Efforts Worksheets, along with the required supporting documentation outlined in the instructions, must be submitted with your bid proposal. EPA form 6100-2 must also be provided at the pre-bid meeting. A copy of this form is available on the Forms and Guidance page of the EGLE Water Infrastructure Financing Section website.

1. The prime contractor must pay its subcontractor for work that has been satisfactorily completed no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor and employ the Good Faith Efforts if soliciting a replacement contractor.
3. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.
4. The prime contractor must employ the Good Faith Efforts.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Good Faith Efforts Worksheet

Bidder: _____

Subcontract Area of Work (one per worksheet): _____

Outreach Goal: Solicit a minimum of three (3) DBEs via email/letter/fax. It is recommended that various sources be used to locate the minimum number of DBEs. The Michigan Department of Transportation (MDOT) website and www.sam.gov registries may be two resources used to find a minimum of three DBEs.

List the DBEs contacted for the above area of work and complete the following information for each.

Company Name	Contact Method	Date Contacted	Price Quote Received	Accepted or Rejected	If rejected, explain why

Explanation for Not Achieving a Minimum of Three Contacts; you may include a printout of the MDOT and www.sam.gov search results (attach extra sheets if necessary):

MITA DBE Posting Date (if applicable): _____
 (Attach a copy of the DBE advertisement)

Other Efforts (attach extra sheets if necessary):

Please include the completed worksheet and supporting documentation with the bid proposal.

Instructions to Bidders for the Completion of the Good Faith Efforts Worksheet

1. Separate worksheets must be provided for each area of work to be subcontracted out. This includes both major and minor subcontracts.
2. A minimum of three (3) DBEs must be contacted by a verifiable means of communication such as email, letter, or fax for each area of work to be subcontracted out. Copies of the solicitation letters/emails and fax confirmation sheets must be provided with the worksheet.
3. If less than three (3) DBEs exist statewide for the area of work, then provide documentation that other DBE resources were consulted. This may include the MDOT and www.sam.gov registries and an advertisement in a publication. A printout of the website searched (conducted prior to the end of the bid period) must be submitted.
4. Posting solicitations for quotes/proposals from DBEs on the MITA website (www.mitadbe.com) is highly recommended to facilitate participation in the competitive process whenever possible. The solicitation needs to identify the project and the areas of work to be subcontracted out. A copy of the MITA DBE advertisement must be submitted with the Good Faith Efforts worksheet, if used, or a printout of the resulting quotes posted to the MITA website can be submitted with this form as supporting documentation.
5. If the area of work is so specialized that no DBEs exist, then an explanation is required to support that conclusion, including the documentation required in number 3 above.
6. The date of the DBE contact must be identified, as it is important to document that the DBE solicitation was made during the bid period and that sufficient time was given for the DBE to return a quote.
7. Each DBE firm's price quote must be identified if one was received, or N/A entered on the worksheet if a quote was not received. Copies of all quotes must be submitted with the worksheet.
8. If a quote was received, indicate if it was accepted or rejected. Justification for not accepting a quote and not using the DBE subcontractor must be provided.
9. Under Other Efforts, please indicate additional steps you have taken to obtain DBE contractors and provide the appropriate supporting documentation such as:
 - Follow-up emails, faxes, or letters.
 - Copies of announcements/postings in newspapers, trade publications, or minority media that target DBE firms.

**Disadvantaged Business Enterprise (DBE) and Good Faith Efforts (GFE) Requirements
Frequently Asked Questions Regarding Contractor Compliance**

Q: What is the Good Faith Efforts Worksheet and how is it completed?

A: The worksheet captures efforts by the prime contractor to solicit DBEs for each area of work type that will be subcontracted out. A separate GFE Worksheet must be provided by the prime contractor for each area of work type to be subcontracted out. There are specific instructions that accompany the worksheet that prescribe minimum efforts which bidders must make in order to be in compliance with the DBE requirements.

Q: Can non-certified DBEs be used?

A: While non-certified DBEs can be used, only DBEs, MBEs, and WBEs that are certified by EPA, SBA, or MDOT (or by tribal, state and local governments, as long as their standards for certification meet or exceed the standards in EPA policy) can be counted toward the fair share goal. Proof of certification by one of these recognized and approved agencies should be sought from each DBE.

Q: How does a DBE get certified?

A: Applications to be certified by MDOT can be found at mdotboss.state.mi.us/MUCPWeb/eligibilityRequirements.htm
To register with the U.S. Small Business Association visit sba.gov/federal-contracting/contracting-assistance-programs/small-disadvantaged-business
To be certified by EPA, a DBE must first have sought certification through SBA, MDOT, or a tribal, state, or local organization and be unsuccessful in that attempt.

Q: If a bidder follows the MDOT DBE requirements, will the bidder comply with the SRF DBE requirements?

A: No. Federally funded highway projects utilize DBE goals, which require a certain percentage of work be performed by DBE subcontractors. For SRF projects, there is no financial goal. However, there is a solicitation effort goal. Bidders must use Good Faith Efforts for each and every area of work to be subcontracted out to obtain DBEs. The bidders are not required to use DBEs if the quotes are higher than non-DBE subcontractors. There is no required DBE participation percentage contract goal for the SRF. However, if the SRF project is part of a joint project with MDOT, the project can be excluded from SRF DBE requirements (i.e., the Good Faith Efforts Worksheet is not required) as it would be difficult to comply with both programs' requirements.

Q: Should the Good Faith Efforts Worksheet and supporting documentation be submitted with bid proposals?

A: Yes. This is a requirement to document that the contractor has complied with the DBE requirements and GFE. These compliance efforts must be done during the bidding phase and not after-the-fact. It is highly recommended that the need for these efforts and the submittal of the forms with the bid proposals be emphasized at the pre-bid meeting. Failure to show that the Good Faith Efforts were complied with during the bidding process can lead to a prime contractor being found non-responsive.

Q: What kinds of documentation should a contractor provide to document solicitation efforts?

A: Documentation can include fax confirmation sheets, copies of solicitation letters/emails, printouts of online solicitations, printouts of online search results, affidavits of publication in newspapers, etc.

Q: What if no forms are turned in with the bid proposal or forms are blank or incomplete? Should this be cause to determine that the bidder is non-responsive?

A: While the Good Faith Efforts Worksheet is important, it is more critical to confirm that the contractor complied with the DBE requirements prior to bid opening. The owner should contact the bidder as soon as deficiencies are noted for documentation of efforts taken to comply with the DBE requirements. Immediate submittal of the completed forms will be acceptable provided the Good Faith Efforts were made and it is just a matter of transferring information to the forms.

Q: How much time will compliance with GFE require in terms of structuring an adequate bidding period?

A: Due to the extent of the efforts required, a minimum of 30 calendar days is recommended between bid posting and bid opening to ensure adequate time for contractors to locate certified DBEs and solicit quotes.

Q: How does a contractor locate certified DBEs?

A: MDOT has a directory of all Michigan certified entities located at mdotboss.state.mi.us/MUCPWeb/. Additionally, the federal System for Award Management (SAM) is another place to search and can be found at sam.gov. SAM contains information from the former Central Contractor Registration (CCR) database.

Q: If the bidder does not intend to subcontract any work, what forms, if any, must be provided with the bid proposal?

A: The bidder should complete the Good Faith Efforts Worksheet with a notation that no subcontracting will be done. However, if the bidder is awarded the contract and then decides to subcontract work at any point, then the Good Faith Efforts must be made to solicit DBEs.

Q: If the prime contractor is a DBE, does he have to solicit DBE subcontractors?

A: Yes, the DBE requirements still apply if the prime intends to subcontract work out. GFE must be used to solicit DBEs.

Q: If the area of work is one where there are less than three DBE contractors, how is the contractor to document this?

A: Copies of printouts from MDOT and SAM showing no DBEs and advertisements soliciting quotes for all subcontract areas, including the questionable areas, will be adequate if the dates on the printouts are prior to the bid or proposal closing date.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prime contractor must provide a completed *Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form* with its bid or proposal package to the owner.

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

SECTION VIII - SPECIFICATIONS

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IF ANY OF THE PAGES LISTED ABOVE ARE NOT INCLUDED IN THESE CONTRACT DOCUMENTS, PLEASE ADVISE.

END OF SECTION

SECTION 01010
DEFINITION OF CONTRACT ITEMS

PART 1 GENERAL

1.01 FOREWORD

- A. This Section describes the various Contract Items listed in the Bid.

1.02 WORK INCLUDED

- A. Under each Item the Contractor shall furnish all labor, materials, tools, plant equipment, supplies, maintenance of equipment, heating, lighting and power, insurance and bonds, coordination, and all Work and in accordance with the Specifications Parts A, B, and Divisions 1 through 16 of Part C and necessary to complete the Work in accordance with the obvious or expressed intent of the Contract Documents.

1.03 WORKMANSHIP AND MATERIALS

- A. The quality of workmanship and materials entering into any and all of the Items and the Work included shall conform to pertinent sections, paragraphs, sentences, and clauses, both directly and indirectly applicable thereto, contained in the Contract Documents, whether or not direct reference to such occurs under each Item in this Section.

1.04 PAYMENT

- A. The lump sum and unit prices stated in the Bid shall be payment in full for the completion of all Work specified and described or required to be included in the Contract, complete, and ready for use.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

PART 4 SPECIAL PROVISIONS

4.01 CONTRACT ITEMS

- A. The contract items are defined on the following pages.

**ITEM 1
MOBILIZATION AND DEMOBILIZATION**

1.01 DESCRIPTION

- A. This Item is intended to pay non-recurring cost to the Contractor not recovered under other pay Items of the Contract.
- B. This Item shall include, but not be limited to, the cost for moving equipment in and out, performance and payment bonds, insurance, permits, utility connection cost, and other expenses associated with preparation for construction in accordance with the requirements of the Contract Documents.

1.02 WORK NOT INCLUDED

- A. Any Work specifically included under other Bid Items.

1.03 DEFINITION OF ITEM

- A. Item 1 - Includes Mobilization and Demobilization.

1.04 MEASUREMENT

- A. The lump sum stated in the Bid shall be full compensation for all Work required under Item 1.

1.05 PAYMENT

- A. Payment shall be in accordance with the work performed. The Engineer may reduce the amount to be paid under Item 1 if the percentage requested is not represented by the actual amount performed.

**ITEMS 2A THROUGH 2H
TEST WELLS**

2.01 DESCRIPTION

- A. Under these Items, the Contractor shall furnish and perform all Work necessary for the installation of the new offset test wells as scheduled, shown on the Drawings and specified, in conformance with relevant sections of the Specifications.
- B. These Items shall include all Work under the Contract unless specifically included for payment under other Items.
- C. These Items shall include all Work to install the test wells, including but not limited to the following: drilling, casing, grouting, development, testing, disinfection, televising, and capping.
- D. Maintaining existing wells in operation and coordination of operations with the City of Battle Creek and the Verona Wellfield Group shall be included under these Items.

- E. CONTRACTOR shall clean and disinfect all equipment prior to mobilization. This shall be included in these Items.
- F. Restoration of landscape surface improvements including seeding, and mulching all disturbed lawn areas shall be included under these Items, unless specifically included under other items.

2.02 WORK NOT INCLUDED

- G. Work to convert the test wells to full production wells is included under other Items.
- H. Abandonment of existing wells is included under other Items.

2.03 DEFINITION OF ITEMS

- A. Item 2a - Includes drilling of test wells per 33 21 08 for both DWSRF and City Funding, as designated.
- B. Item 2b - Includes Installation of well casing per 33 21 08 for both DWSRF and City Funding, as designated.
- C. Item 2c - Includes grouting of test well casing, full depth per 33 21 08 for both DWSRF and City Funding, as designated.
- D. Item 2d - Includes disinfection of test wells per 33 21 08 for both DWSRF and City Funding, as designated.
- E. Item 2e - Includes development of test wells per 33 21 08 for both DWSRF and City Funding, as designated.
- F. Item 2f - Includes Aquifer performance testing of test wells per 33 21 08 for both DWSRF and City Funding, as designated.
- G. Item 2g - Includes televising of test wells for both DWSRF and City Funding, as designated.
- H. Item 2h - includes capping of test wells per 33 21 08 for both DWSRF and City Funding, as designated.

2.04 MEASUREMENT

- A. The quantities to be paid under Items 2a through 2d and Item 2h shall be the vertical length of the items measured perpendicular to the surface grade at the location of the test well.
- B. The quantities to be paid under Items 2e through 2g and Item 2i shall be for each well site regardless of depth.

2.05 PAYMENT

- A. The unit prices stated in the Bid for Items 2a through 2c shall be full compensation for each vertical foot installed as specified, so measured.

- B. The unit prices stated in the Bid for Item 2d through 2h shall be full compensation for the work completed at each test well site.

**ITEM 3A THROUGH 3U
CONVERSION OF TEST WELLS TO PRODUCTION WELLS**

3.01 DESCRIPTION

- A. Work under Item 3 shall not proceed until all work under Item 2 (inclusive) is completed and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) has issued a Public Act 399 permit for the conversion of a test well into a Type I Community Water Supply production well.
- B. Under this Item, the Contractor shall remove and reinstall the existing well pumping location at each of the well sites, install the salvaged equipment per State of Michigan requirements, install new piping fittings, valves, meters, structures, and appurtenances per the plans, install conduit and wiring per the plans, and perform startup and commissioning of the equipment.
- C. Disinfection of all new and relocated items shall be the responsibility of the Contractor.

3.02 WORK NOT INCLUDED

- A. None.

3.03 DEFINITION OF ITEM

- A. Item 3a - Includes work at Well site 115.
- B. Item 3 b - Includes work at Well site 117.
- C. Item 3 c - Includes work at Well site 136.
- D. Item 3 d - Includes work at Well site 137.
- E. Item 3 e - Includes work at Well site 138.
- F. Item 3 f - Includes work at Well site 139.
- G. Item 3 g - Includes work at Well site 140.
- H. Item 3 h - Includes work at Well site 141.
- I. Item 3 i - Includes work at Well site 142.
- J. Item 3 j - Includes work at Well site 143.
- K. Item 3 k - Includes work at Well site 144.
- L. Item 3 l - Includes work at Well site 145.
- M. Item 3 m - Includes work at Well site 146.
- N. Item 3 n - Includes work at Well site 147.
- O. Item 3 o - Includes work at Well site 148.

- P. Item 3 p - Includes work at Well site 149.
- Q. Item 3 q - Includes work at Well site 150.
- R. Item 3 r - Includes work at Well site 151.
- S. Item 3 s - Includes work at Well site 152.
- T. Item 3 t - Includes work at Well site 153.
- U. Item 3 u - Includes work at Well site 154.

3.04 MEASUREMENT

- A. The quantities to be paid for under Items 3a through 3u shall be full compensation for all of the work to be performed at each wellsite except as paid for under other work items.

3.05 PAYMENT

- A. The unit prices stated in the Bid for Item 3a through 3u shall be full compensation for the total of the work performed at each wellsite. Partial payment as a percentage of the work completed at each site will be allowed.

**ITEMS 4
WELL ABANDONMENT**

4.01 DESCRIPTION

- A. Under this Item, the Contractor shall abandon the existing wells following successful completion of the work performed under each of the Item 3 subitems per State of Michigan Requirements and submit all required records to the appropriate regulatory bodies.

4.02 WORK NOT INCLUDED

- A. None.

4.03 DEFINITION OF ITEMS

- A. Item 4 - Includes Existing Well Abandoned.

4.04 MEASUREMENT

- A. The quantities to be paid for under Items 4 shall be full compensation for the each existing well abandoned.

4.05 PAYMENT

- A. The unit prices stated in the Bid for Item 4 shall be full compensation for each well abandoned.

END OF SECTION

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**SECTION 01043
COORDINATION AND CONTROL OF THE WORK**

PART 1 GENERAL

1.01 SCOPE

- A. This section includes coordination and control of the Work.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Information for the Record:
 - a. Plan and procedures for any shut downs and bypassing of power and control.

1.03 LINES AND GRADES

- A. All Work under this Contract shall be built in accordance with the lines and grades shown on the Drawings or as altered or modified by authority of the Owner and Engineer.

1.04 EXISTING CONDITIONS SHOWN ON DRAWINGS

- A. Where underground and surface structures are shown on the Drawings, the location, depth, and dimensions of such structures are believed to be reasonably correct but are not guaranteed.
- B. Such structures are shown for the information of the Contractor, but information so given is not to be construed as a representation that such structures will in all cases be found or encountered just where shown, or that they represent all the structures which may be encountered.

1.05 COOPERATION OF CONTRACTOR

- A. The Contractor shall conduct his operations so as to interfere as little as possible with those of the Owner, other contractors, utilities, or any public authority on or near the Work.
- B. The Owner reserves the right to perform other Work by contract or otherwise, and to permit other public bodies, public utility companies, and others to do Work on or near the project during progress of the Work. If a conflict arises, the Owner will determine when and how the Work shall proceed.

- C. Claims for delay or inconvenience due to operations of such other parties on Work specified, shown on the Drawings, as directed or which can be reasonably expected to be encountered by the nature and location of the Work will not be considered.
- D. Operations entailing the use of construction equipment and lights outside the hours of 8:00 am and 5:00 pm or outside the hours allowed for construction by local ordinances or regulations are prohibited unless otherwise authorized by the Owner or Engineer.
- E. Closing off clear access to any public alley, street, road, avenue or boulevard without the prior consent of municipal officials and the Engineer is prohibited.

1.06 RESERVED

1.07 PERMANENT PAVEMENT AND FINAL RESTORATION

- A. When construction is being done between April 15 and November 1, the final pavement restoration work shall be complete by November 1.
- B. Pavement restoration shall include, but not limited to, replacement of pavement, driveways, and sidewalks.
- C. The fine grading, topsoil, and seeding operation shall be no further behind the pavement restoration than 500 lineal feet.
- D. If at any time the pavement restoration and the fine grading, topsoil, and seeding operation does not meet the above conditions, no further excavation will be permitted until the Contractor is in compliance.
- E. In order to comply with the above conditions, the Contractor shall complete the conduit and all appurtenances including, but not limited to, testing, in order to begin final pavement restoration and the fine grading, topsoil, and seeding operation.

1.08 TEMPORARY PAVEMENT RESTORATION

- A. The Contractor shall maintain the wellfield access roads for operating personnel, deliveries of operating supplies, normal maintenance vehicles, and other equipment incidental to the operation and maintenance of the wellfield.
- B. The Contractor shall provide and maintain temporary pavement for all roads in which construction occurs. Temporary pavement shall be in accordance with Section 01565.

1.09 RESERVED

1.10 TEMPORARY WATER, HEATING, LIGHTING AND POWER

- A. The Contractor shall provide all water, heat, lighting, and power required to construct and protect the Work until Final Completion.
- B. The source for temporary power shall be from the electric utility or portable power source.

- C. The source for temporary water can be from the City of Battle Creek. The Contractor shall furnish all backflow prevention devices, flow meter and appurtenances as may be required by the City. Should the City impose a charge for furnishing, to the Contractor, the meter or appurtenances the Contractor shall pay all the fees. The Contractor shall pay all charges for the water metered.
- D. The installation for electric power shall meet the requirements of federal, state, and local authorities and regulatory agencies.

1.11 DISPOSAL OF DEBRIS

- A. All debris resulting from construction operations, i.e., packaging, waste materials, damaged equipment, etc., shall be trucked from the Site by the Contractor and disposed of at spoil sites.
- B. The Contractor shall police the hauling of debris to ensure that all spillage from haul trucks is promptly and completely removed from public or private rights-of-way.
- C. All debris shall be disposed of in accordance with federal, state, and local laws and regulations.

1.12 CONTROL OF NOISE

- A. The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals, libraries, and schools, precautions shall be taken to avoid noise and other nuisance, and the Contractor shall require strict observances of all pertinent ordinances and regulations. Any blasting permitted in such locations shall be done with reduced charges.

1.13 SMOKE PREVENTION

- A. Strict compliance with all ordinances regulating the production and emission of smoke will be required, and the Contractor shall accept full responsibility for all damage that may occur to property as a result of negligence in providing required control.

1.14 DEBRIS AND DUST CONTROL

- A. The Contractor shall apply water for the alleviation or prevention of dust nuisance caused by his operations. Dust control operations shall be performed by the Contractor as site conditions dictate or as order by the Owner and Engineer.
- B. The Contractor shall utilize mechanical equipment to remove all debris from all streets, drives and walks to the satisfaction of the Owner and Engineer. Cleaning shall be performed at a minimum of daily and as directed by the Owner and Engineer.
- C. The cost of the debris and dust control methods shall be the responsibility of the Contractor.

1.15 RESERVED

1.16 USE OF EXPLOSIVES

- A. When the use of explosives is authorized for the prosecution of the Work, the Contractor shall use the highest degree of care so as not to endanger life or property. The Contractor shall be responsible for any and all damage resulting from use of explosives.
- B. The Contractor agrees and warrants that he will observe state laws and local ordinances and regulations relative to the use and storing of such explosives as may be kept on the job and all such storage places shall be marked clearly, "DANGER -- EXPLOSIVES".

1.17 EMERGENCY MAINTENANCE SUPERVISOR

- A. The Contractor shall submit to the Engineer the names, addresses, and telephone numbers of two employees responsible for performing emergency maintenance and repairs when the Contractor is not working. These employees shall be designated in writing by the Contractor to act as his representative and shall have full authority to act on his behalf.
- B. Contractor shall post at job Site, in a conspicuous location, the emergency numbers for the project.
- C. Contractor shall be responsible for contacting the local fire, police, and emergency response personnel and organizations in advance of the Work. The Contractor shall be responsible for the coordination and compliance with emergency response plans, whether developed by the governing agency, laws, or the Contractor for the project.
- D. At least one of the designated employees shall be available for a telephone call any time an emergency arises.

1.18 PUBLIC SERVICE STRUCTURES

- A. Public service structures shall be understood to include all poles, tracks, pipes, wires, conduits, house-service connections, vaults, manholes, and other appurtenances, whether owned or controlled by the Owner or other public bodies or by privately-owned corporations, used to supply the public with transportation, heating, electric, telephone, gas, water, sewer, or other services.
- B. At least a week in advance of breaking ground, the Contractor shall notify the registered underground protection service, all public bodies, and other owners of such facilities of the proposed location of his operations, advising them that their property may be affected and that such measures as they may deem necessary should be promptly taken to protect, adjust, remove, or build them.
- C. Three conditions which may be encountered will be dealt with as follows:

1. Structures which are adjacent to but not included within the limits of an excavation required for performance of the Work shall be protected, supported, and maintained in service by the Contractor at his expense.
2. Structures within the limits of the Work which can be satisfactorily supported and maintained in service and which do not require removal and rebuilding in the judgment of the Engineer shall be thus supported by the Contractor at his expense, including cost of repair of damage incident to his operations.
 - a. Supports for water and gas mains, sewers, conduits, and similar structures shall be constructed of timber or other acceptable materials; shall be supported from undisturbed foundations, and shall be sufficiently substantial to ensure against settlement when pipe trenches or other excavations are backfilled. In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the Contractor shall secure such permits and pay all permit and inspection fees.
 - b. The Contractor shall assume full responsibility for maintaining all public service structures in service and shall support and protect, or remove and rebuild them at his own expense. Such services shall not be interrupted without permission of the owner of the public service structure.
3. In case relocation of pipelines or other utility structures is required because of direct interference, as determined jointly by the Owner, Engineer, and Contractor, with the installation of the Work, the Contractor shall notify the Owners of the utility structure involved.
 - a. The Contractor will not be reimbursed for the cost of the relocation if the interference is shown on the Drawings, described in the Specifications, apparent on visual inspection, or specifically included in the Work to be performed by the Contractor.
 - b. The Contractor will not be paid for time lost because of such direct interference. Where it is the policy of any utility owner to perform such Work with his own forces, the Contractor shall cooperate to the fullest extent with such utility owner.

1.19 UNAUTHORIZED OR PROHIBITED WORK

- A. Work done beyond the lines shown on the Drawings or ordered, Work done without required inspection, except as herein provided, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed at the Contractor's expense. Work done without lines and grades being given shall be considered as unauthorized and subject to rejection.
- B. Disposing of excess or unsuitable materials, including but not limited to excavated material, demolition debris, clearing and grubbing debris, in wetlands or flood plains.

- C. Locating stockpiles in environmentally sensitive areas.
- D. Pumping of sediment-laden water from trenches or excavations directly into any surface waters, stream, wetlands, or sewers. Pumped water shall be properly filtered and desilted prior to discharge.
- E. Open burning without a permit.
- F. Discharging injurious silica dust concentrations into the atmosphere within 200 feet of any residential or commercial, or public or private places of human occupancy.

1.20 RESERVED

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

PART 4 SPECIAL PROVISIONS

4.01 RESERVED

4.02 RESERVED

4.03 RESERVED

4.04 RESERVED

4.05 SEQUENCE OF CONSTRUCTION

- A. Contractor shall submit for review by the Owner and Engineer their preferred sequence of construction. The Owner and Engineer will provide comments and any restrictions or needed changes for Contractor concurrence.

4.06 COORDINATION WITH OUTSIDE UTILITIES

- A. City of Battle Creek Water Department
 - 1. Contact and clearance for work prior to commencement.
- B. Consumers Energy
 - 1. Preconstruction coordination for potential material improvements.

END OF SECTION

SECTION 01090
REFERENCE STANDARDS

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes reference standards.

1.02 DESIGNATION OF ASSOCIATIONS, INSTITUTIONS, SOCIETIES AND STANDARDS

- A. Whenever in these Specifications reference is made to Associations, Institutions, Societies, or Standards, they will be designated as follows:

AA	-	Aluminum Association
AAMA	-	Architectural Aluminum Manufacturers Association
AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
ADAAG	-	Americans with Disabilities Act Accessibility Guidelines
AFBMA	-	Anti-Friction Bearing Manufacturers Association
AFI	-	Air Filter Institute
AGA	-	American Gas Association
AGMA	-	American Gear Manufacturers Association
AIHA	-	American Industrial Hygiene Association
AISC	-	American Institute of Steel Construction
AISI	-	American Iron & Steel Institute
AITC	-	American Institute of Timber Construction
AMCA	-	Air Moving and Conditioning Association
ANSI	-	American National Standards Institute
API	-	American Petroleum Institute
ARI	-	Air Conditioning and Refrigeration Institute
ASA	-	American Standards Association
ASHRAE	-	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing Materials
AWPB	-	American Wood Preservers Bureau
AWS	-	American Welding Society
AWWA	-	American Water Works Association
BLS	-	Bureau of Labor Standards
CISPI	-	Cast Iron Soil Pipe Institute
FM	-	Factory Mutual
FS	-	Federal Specifications
IBR	-	Institute of Boiler and Radiator Manufacturers
IEEE	-	Institute of Electrical and Electronic Engineers
INETA	-	International Electrical Testing Association

CITY OF BATTLE CREEK PURCHASING
INVITATION FOR BID NO.

ISA	-	Instrument Society of America
JIC	-	Joint Industrial Council
MDOT	-	Michigan Department of Transportation
NBS	-	National Bureau of Standards
NEC	-	National Electrical Code
NEMA	-	National Electrical Manufacturers Association
NFPA	-	National Fire Protection Association
NICET	-	National Institute for Certification in Engineering Technologies
NSF	-	National Sanitation Foundation
NRTL	-	Nationally Recognized Testing Laboratory
OSHA	-	Occupational Safety and Health Act
SMACNA	-	Sheet Metal and Air Conditioning Contractors National Association, Inc.
SSPC	-	Steel Structures Painting Council
MBC	-	Michigan Building Code
IBC	-	International Building Code
UBC	-	Uniform Building Code
UL	-	Underwriters Laboratories, Inc.
USBM	-	United States Bureau of Mines

- B. Wherever specific standard numbers are indicated, i.e., ASTM C150, it shall be understood to mean the latest revision thereof.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

**SECTION 01300
SUBMITTALS**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes requirements for submittals.
- B. Contractor shall adhere to the submittal schedule as submitted under the provisions of the General Conditions. Contractor shall modify the schedule as required to allow sufficient time for submittal review based on current construction schedule.
- C. Owner, Contractor and Engineer shall utilize the electronic project management system EPMS as specified in Section 01320 for the central repository of project related documents including but not limited to submittals, information for the record and Operation and maintenance manuals.

1.02 COORDINATION OF SUBMITTALS

- A. The Contractor shall be responsible for the coordination of submittals and field verifications as required for the various parts of the Work.
- B. All submittals to the Engineer, unless otherwise specified, shall be made only by the Contractor. Direct submittals from subcontractors or suppliers will not be accepted.
- C. All submittals shall reference the Specification item that it covers, the Contractor's name, the Contract title and location, and the date of submission. Submittal shall also indicate whether the information is for the Engineer's review and approval, for record purposes, or for the fulfillment of the operation and maintenance requirements.

PART 2 PRODUCTS

2.01 GENERAL

- A. Two categories of information are normally required:
 - 1. Shop Drawings for review.
 - 2. Information for Record:
 - a. Operation and maintenance manuals.
 - b. Testing Reports

2.02 SHOP DRAWINGS FOR REVIEW

- A. Shop Drawings:
 - 1. The Contractor shall submit Shop Drawings in accordance with the General Conditions, as required by individual Sections, shown on the Drawings or as directed.

2. The Contractor shall indicate all variances from the requirements of the Contract Documents in accordance with the General Conditions.
3. The Contractor shall clearly indicate quantities and the exact intended use of the equipment or material contained in the submittal.
4. All Submittals shall be tailored to the project by high-lighting appropriate information and deleting or crossing out nonapplicable information or where applicable the Contractor shall provide a data sheet with all necessary information to correctly identify the applicable Sections of the manuals for the actual material or equipment furnished. All options furnished shall be indicated.

2.03 INFORMATION FOR RECORD

- A. Material certificates shall be submitted for materials as indicated in the individual Sections. The certificate shall state that the products have been sampled and tested in accordance with the proper industrial and governmental standards and meet the requirements of the Specifications. Certificates shall be signed by an authorized agent of the manufacturer.
- B. Licenses and Permits - The Contractor shall submit copies of all licenses and permits required by Local, State, and Federal laws.
- C. Installation and calibration certificates shall be submitted for equipment as indicated in the individual Sections. These certificates shall indicate manufacturer's satisfaction with the installation, the accuracy of calibration and alignment, and the operation of the equipment. Such certificates must be signed by an authorized agent of the manufacturer.
- D. Progress Schedules shall be submitted in accordance with the General Conditions and Section 01310.
- E. Schedule of Shop Drawings and Sample Submittals shall be submitted in accordance with the General Conditions.
- F. Schedule of Values shall be submitted in accordance with the General Conditions.

2.04 OPERATION AND MAINTENANCE INFORMATION

- A. Operation and maintenance manuals shall be submitted as information for the record.
- B. Operation and maintenance manuals shall be submitted as electronic documents prior to the printing of the record copy.
 1. Contractor shall provide one electronic copy of the manuals for preliminary review.
 2. The final accepted manuals shall be provided as one electronic copy of the manual and one printed copy as specified below.
- C. Electronic manuals shall be in Portable Document Format (PDF) as generated by Adobe Professional Version 7.0 or newer. The PDF file shall be fully indexed using the table of contents, searchable with thumbnails generated. PDF documents shall have bookmark

created in the navigation frame for each major entry (Section, Chapter, Tab) in the table of contents. PDF images shall be at a readable resolution typically 300 dpi or higher. Optical Character Recognition (OCR) capture shall be performed on these images text can be searched, selected and copied from the PDF file.

1. The opening view of each PDF document shall be the bookmarks to the left and cover page or table of contents.
 2. The PDF file name shall include the Name of Owner, Project title, Contract Number, and Specification Section. Commonly used abbreviations acceptable to the Owner may be used to minimize length of file name.
 3. The Contractors Name shall be the electronic "Author" of the PDF document.
- D. This information will be reviewed only if properly identified with Specification Section numbers and only after revised, where necessary, to conform to the Engineer's notes on previous submittals that have been marked "Make Corrections Noted." Manuals shall be tailored to suit the specific equipment provided.
- E. Submittals shall include but not limited to the following:
1. Descriptive literature, bulletins, or other data covering equipment or system.
 2. Materials of construction.
 3. Confirmation of all corrections noted on Shop Drawings marked "Make Corrections Noted."
 4. Manufacturer's name, address, and telephone number along with manufacturers job number and Purchase Order number.
 5. Manufacturer's local sales representative, address, telephone number.
 6. All installation instructions that were provided to Contractor for use to install equipment.
- F. All manuals shall be tailored to the project by high-lighting appropriate information and deleting or crossing out nonapplicable information or the Contractor shall provide a data sheet with all necessary information to correctly identify the applicable Sections of the manuals for the actual equipment furnished. All options furnished shall be indicated.
- G. Manuals shall be printed on 8-1/2 by 11-inch size with standard three-hole punching. Large manuals shall be submitted in three-ring binders. Small manuals shall be submitted in folders with metal fasteners. Index tabs shall be furnished for all manuals containing data for three or more items of equipment. All manuals shall have a title label on the cover stating the specification item number and item name. A table of contents shall be included in all manuals.
- H. Drawings shall be reduced to 8-1/2 by 11 inch or 11 by 17 inch. Where reduction is not possible, larger drawings shall be folded separately and placed in envelopes which are bound into the manual.
- I. Equipment installations shall not be considered substantially complete until all associated operation and maintenance manual submittals are accepted by the Engineer.

PART 3 EXECUTION

3.01 SUBMITTAL SCHEDULE

- A. Contractor shall submit a schedule of submittals in accordance with the General Conditions
- B. The schedule of submittals shall identify, by specification section, the following:
 - 1. Indicate submittals required for each specification section. There may be more than one equipment or product specified in each Specification Section, thus there may be a need for multiple submittals from each Specification Section.
 - 2. If submittals will be broken down by structure or area they shall be listed separately (i.e. structural reinforcement drawings by building, conduit layout by building).
 - 3. Indicate whether a sample or color selection is required
 - 4. Indicate manufacturer O&M Manuals and installation certificate is required.
 - 5. Indicate whether a startup and start up report is required.
 - 6. Indicate whether a manufacturer warrant is required.
 - 7. Indicate whether training is required.
 - 8. Indicate whether spare parts required.
 - 9. Include the name of the subcontractor or vendor.

3.02 IDENTIFICATION OF SUBMITTALS

- A. All submittals shall have a Submittal Identification & Approval cover sheet attached. A sample of the submittal cover sheet is attached for reference. The form will be provided by Engineer and coordinated with Contractor.
- B. All submittals shall be given a consecutive number when they are entered into the Electronic Project Management System (EPMS), See Section 01320.
- C. Resubmittals shall be entered into EPMS as resubmittals.
- D. Submittals to satisfy the operation and maintenance information requirements shall be entered into the EPMS as a submittal. The description shall have the prefix "OM".

3.03 PRINTING AND DISTRIBUTION

- A. Contractor shall provide printed copies of approved submittals and deliver them to the Owner and Engineers RPR at the Site.
- B. Contractor shall provide one printed copy of the approved operation and maintenance manual and the electronic copy on portable electronic media device to the Owner.
- C. Contractor shall provide printed copies of submittals, project information or documents required to satisfy the building permit and inspections as may be required by the governing agency.

1. The Engineer will provide the stamped/sealed Contract Drawings for the initial filing of the building permit applications.

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION



Submittal Identification & Approval

Date: Submittal No. Description: Manufacturer(s)	Spec Section Drawing Sheet No.
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Contractor Comments/Deviations/Measurements

<i>Contractor</i>	<i>Engineer</i>																
<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">Contractor Name</p> <hr/> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input type="checkbox"/></td><td>Approved</td></tr> <tr><td><input type="checkbox"/></td><td>Forwarded</td></tr> <tr><td><input type="checkbox"/></td><td>Checked</td></tr> </table> <p style="margin-top: 10px;">By: _____ Date: _____</p> </div>	<input type="checkbox"/>	Approved	<input type="checkbox"/>	Forwarded	<input type="checkbox"/>	Checked	<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; font-size: small;">SHOP DRAWING REVIEW SUBJECT TO CONTRACT REQUIREMENTS</p> <p style="text-align: center; font-weight: bold;">Jones & Henry Engineers, Ltd.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input type="checkbox"/></td><td>Approved</td></tr> <tr><td><input type="checkbox"/></td><td>Approved—Make Corrections Noted</td></tr> <tr><td><input type="checkbox"/></td><td>Amend & Resubmit</td></tr> <tr><td><input type="checkbox"/></td><td>Rejected—See Remarks</td></tr> <tr><td><input type="checkbox"/></td><td>Distribute for Information</td></tr> </table> <p style="font-size: x-small; color: red; margin-top: 5px;">REVIEW IS FOR GENERAL COMPLIANCE WITH CONTRACT DOCUMENTS. NO RESPONSIBILITY IS ASSUMED FOR CORRECTNESS OF DIMENSIONS OR DETAILS</p> <p style="font-size: x-small; margin-top: 5px;">Approval in no way relieves the Contractor of any responsibility for capacities, performance, functions, compliance with Federal, State, and Local Codes; accuracy of dimensions and details; or continuity and completeness of the Project nor does approval constitute or imply any increase in Contract Price.</p> <p style="margin-top: 10px;">By: _____</p> </div>	<input type="checkbox"/>	Approved	<input type="checkbox"/>	Approved—Make Corrections Noted	<input type="checkbox"/>	Amend & Resubmit	<input type="checkbox"/>	Rejected—See Remarks	<input type="checkbox"/>	Distribute for Information
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Review Comments

SECTION 01310
PROGRESS SCHEDULES AND DOCUMENTATION

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes the requirements for progress schedules and construction sequences.
- B. This Section includes the requirements for the tracking and documentation of the progress and activities driving the completion of the Work as specified, shown on the Drawings and as directed.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Information for the Record:
 - a. Preliminary Progress Schedule.
 - b. Contractor's Progress Schedule and monthly updates.
 - c. Submittals Schedule.
- B. Contractor shall submit three copies of the 11-inch by 17-inch progress schedule, unless approved otherwise by the Engineer.

1.03 QUALITY ASSURANCE

- A. Scheduling conference shall be held prior to the commencement of the construction to discuss the following including, but not limited to:
 - 1. Construction sequencing.
 - 2. Contractor's coordination of subcontractors.
 - 3. Coordination with the Owner's operations.
 - 4. Coordination with other Contractor's or other Work.
 - 5. Project milestones.
 - 6. Owner's partial utilization.

PART 2 PRODUCTS

2.01 PRELIMINARY PROGRESS SCHEDULE

- A. Preliminary progress schedule shall be completed in accordance with the General Conditions and prior to the scheduling conference.

- B. The preliminary schedule shall outline the Contractor's sequencing of tasks, activities, milestones, and all critical path items within the contract time.
- C. The preliminary progress schedule shall show the work breakdown structure (WBS) tasks and high-level milestones and overall sequencing or phasing of the Work, as specified.
- D. The preliminary schedule shall detail construction-related activities for the first sixty (60) days of the project. The remainder of the Contract activities may be shown as summary tasks within the Milestones of the Work.
- E. The preliminary progress schedule shall demonstrate the Contractors approach and schedule for completion of the Work within the Contract time specified.

2.02 PROGRESS SCHEDULE

- A. The progress schedule shall comprise all the detailed construction-related activities using the critical path method (CPM). The progress schedule shall provide sufficient detail and clarity to reflect the details and interdependencies of activities to complete the work within the Contract time.
- B. Schedule shall reflect the Contractor's plan, sequence and schedule while allowing him to monitor, control and report on the progress of the Work. In addition, it shall provide the Owner and Engineer to monitor and follow the progress of Work.
- C. Tasks that are part of the Work Breakdown Structure shall be durations of 20 days or less, except in cases where the requirement is longer than 20 days such as 28 day cure times.
- D. The progress schedule tasks shall be cost loaded to match the schedule of values.
- E. The Contractor's submission of the progress schedule will not change the contract completion date, whether reviewed by the Owner and Engineer or not. The Contractor shall incorporate all approved change orders that have resulted in a contract time extension.
- F. The Contractor shall require all subcontractors engaged in the Work to submit to the Contractor progress schedules, as specified herein, for incorporation into the Contractor's progress schedule.
- G. The progress schedule shall include, but not limited to, the following dates:
 - 1. Notice to Proceed.
 - 2. Substantial Completion and Final Completion.
 - 3. Commencement of on-site operations.
 - 4. Milestones as specified, shown on the Drawings, and as directed.
 - 5. Ordering, submittals, fabrication, delivery, startup, and training time of major equipment items.
 - 6. Submittal schedule per the General Conditions.

- H. The Contractor shall incorporate into the progress schedule all constraints and work restrictions specified or otherwise required by the Contractor's operations, including, but not limited to, the following:
 - 1. Construction sequencing.
 - 2. Contractor's coordination of subcontractors.
 - 3. Coordination with the Owner's operations.
 - 4. Coordination with other Contractor's or other work.
 - 5. Project milestones.
 - 6. Owner's partial utilization.
 - 7. Purchase order issuance, Submittal process, delivery of major materials and equipment, long lead items and critical items.
 - 8. Testing, inspections, start ups, commissioning, acceptance, partial utilization by Owner, training and O&M.
 - 9. Work by Owner or other Contractor's, which directly influence the Work.
 - 10. Sequencing, shutdowns, planned outages, and maintenance of flows.

2.03 UPDATING PROGRESS SCHEDULE

- A. The Contractor shall keep the progress schedule current to the progress of the Work continually through closeout of the project.
- B. The progress schedule shall be submitted one week prior to the monthly construction meeting. Schedule will be reviewed in detail at the monthly construction meeting.
- C. Schedule updates shall include:
 - 1. Actual start dates,
 - 2. Actual completion dates,
 - 3. Activity percent completion,
 - 4. Revised logic (as-built and projected) and changes in activity durations,
 - 5. Influence of change orders, if any,
 - 6. Deviations from the baseline schedule

2.04 SCHEDULE COMPLIANCE AND RECOVERY

- A. When it becomes apparent from the current Progress Schedule that the critical path is delayed or the contract milestones and completion date will not be met, Contractor shall mitigate the delay by taking some or all of the following actions at no additional cost to Owner.
 - 1. Increase manpower, or subcontractor(s).

2. Increase the number of working hours per shift, shifts per day, working days per week, and the amount of construction equipment, or any combination of the foregoing, to substantially eliminate the delays in the Work.
 3. Re-schedule activities to bring the project with the required schedule date(s).
- B. Should Contractor fail to bring the project into compliance with the updated or recovery schedule, Owner may exercise their rights under the Contract Documents, including but not limited to:
1. Supplement Contractor's workforce and equipment to mitigate delay, and shall be entitled to deduct all costs and expenses from the Contract value

2.05 WEEKLY PROGRESS SCHEDULE

- A. The Contractor shall submit a schedule of his work for each week. This schedule shall identify the foreman of each work crew and the location and type of work the crew will be doing each day. It shall be delivered no later than 4:00 p.m. of the next to last regular workday of the preceding week to the Resident Project Representative's office.

2.06 SCHEDULED NON-WORK DAYS

- A. The Contractor shall consider the following list of holidays as mandatory non-work days, all of which shall be incorporated into the progress schedule:

New Year's Day	Fouth of July	Day after Thanksgiving Day
Martin Luther King Day	Labor Day	Christmas Eve Day
President's Day	Columbus Day	Christmas Day
Good Friday	Veteran's Day	
Memorial Day	Thanksgiving Day	Juneteenth

2.07 WEATHER DELAYS

- A. The Owner and Engineer will determine entitlement to an extension of the Contract time as a result of weather delays. Any weather-related extension of Contract time shall be non-compensable. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather days is less than expected, shall contribute to the project float and shall not affect the Contract Times.
- B. Request for a weather-related extension of time shall be submitted in accordance with the Contract Documents and shall state the extension requested and be supported by the relevant weather data.

Average Monthly Precipitation (inches) 10 year average 2000 – 2010 NOAA National Data Center, Annual Climatological Summaries											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2.16	2.33	2.48	2.96	4.08	3.37	4.14	3.26	3.22	2.77	2.5	3.14

Average Number of Calendar Days with Precipitation of >= 0.10 Inches 10 year average 2000 – 2010 NOAA National Data Center, Annual Climatological Summaries											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
5	6	7	6	9	6	7	5	6	5	6	8

PART 3 EXECUTION

3.01 COORDINATION

- A. All phases of the Work requiring interference with normal operations of the existing facilities shall be scheduled in accordance with agreements among the Contractor, Owner, and Engineer. The Contractor shall notify the Owner at least one week before such Work is to begin.

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

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**SECTION 01320
ELECTRONIC PROJECT MANAGEMENT SYSTEM (EPMS)**

PART 1 GENERAL

1.01 SCOPE

- A. This section describes the requirements for the Electronic Project Management System (EPMS) which will be required on this project.
- B. The Contractor shall be responsible for including the cost to the EPMS; the pricing shall be the pricing factor of 0.000864 times the Contractor's Bid. The Contractor shall be responsible for paying the cost as a onetime payment to Eastern Engineering within 30 days of the Notice to Proceed and will be considered part of the project mobilization on the schedule of values.
- C. Engineer will implement an internet/web site based Electronic Project Management System (EPMS) for the administration of the Contract on this project. Owner, Contractors and Engineer shall be responsible to interface with EPMS and collaborating via the EPMS on this project. The EPMS is intended to supplement the Contract Documents and the provisions of the Contract Documents shall not be superseded by the EPMS.
 - 1. The EPMS is intended to provide a mode of communication which is electronic and to reduce the reliance upon printed documents. Printed documents transmitted will not be reviewed, and electronic documents emailed outside of the EPMS will not be reviewed. The Owner, Contractor and Engineer will collaborate on unique situations or circumstances in order to preserve the project electronic records.
- D. The Owner, Contractor and Engineer shall be required to provide project related information/documents via EPMS. In general, the EPMS will receive information via uploaded documents as PDF documents, in their native format (when permitted or required), or other electronic formats designated or required for functionality. The EPMS shall be a central repository for information to all project team members. The EPMS will provide viewing, printing, up/downloading of various information/documents.
- E. In general, the following is a partial list of information/documents which shall be tracked through the EPMS:
 - 1. Drawings, Specifications and Addendums (included revisions as necessary).
 - 2. Insurance.
 - 3. General Project Communication, Emails, Letters, Correspondence and Collaboration or any other document any participant wishes to make part of the project records.
 - 4. Request for Information (RFI).

5. Submittals (Shop Drawings, Operation and maintenance manuals, color selections etc.)
 6. Work Change Directives, Change Request and Change Orders.
 7. Schedule of Values, Pay Requests and Certified Payroll Reports.
 8. Reports and Photos (daily, monthly, etc.).
 9. Schedules (project, weekly and monthly).
 10. Meeting Agendas and Minutes.
 11. Permits and Special Inspections Reports.
 12. Laboratory Services (testing and reporting).
 13. Closeout procedures (deficiency list, warranty, substantial completion).
 14. Record Drawings.
- F. In an effort to protect proprietary information and prohibit unauthorized use or modifications, levels of access security will be assigned in order to provide safe and secure access to information with respects to involvement and responsibility on the project. The Owner, Contractor and Engineer shall establish these levels of access and rights which are appropriate for this project.
- G. Owner, Contractor and Engineer shall utilize the mark-up tool integral within the EPMS or have a PDF review software that includes the ability to mark up and apply electronic stamps (such as Adobe Acrobat, or Bluebeam PDF Revu).
- H. A high-speed internet connection is required.
- I. The EPMS will provide notifications regarding new or updated documents through an existing Email account outside of the EPMS.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.01 CONTRACT REQUIREMENTS

- A. All provisions of the Contract Documents are in full effect and enforcement. The submittal procedures specified in the Contract Documents are applicable with the understanding that they will be electronic documents and submitted via the EPMS.

3.02 PRINTING, REPRODUCTION AND DISTRIBUTION

- A. The Engineer will not be responsible for printing reproduction or preparation of any hard copy documents, or the cost of doing so.
- B. Contractor shall produce printed copies of all submittals as required in Section 01300 and in the Contract Documents.

3.03 TRAINING

- A. One training session by the Engineer and Eastern Engineering, Inc. will be provided to the team members at the beginning of the EPMS implementation. Training will be coordinated with the Preconstruction meeting and held at the same location. There are many tutorials, help features and technical support options located on the Eastern Engineering web site.
- B. Engineer will provide project related support as needed within their ability to provide it. Technical support will be available to all project team members from Eastern Engineering, Inc.

3.04 OPERATION

- A. Contractor and all Subcontractors shall maintain a Windows-based computer system including high speed internet access and ability to create/mark-up documents using Adobe Acrobat (pdf) and to scan documents.
- B. Engineer will facilitate the implementation and overall operation of the EPMS with Eastern Engineering. Eastern Engineering will provide and maintain the EPMS server and will back up the information.

3.05 ARCHIVE PROJECT CLOSE OUT

- A. All files on the EPMS web site will be archived at the end of the project. These archives will be made available to the Owner, Contractors and Engineer for download over the internet, at the end of the warranty period.

3.06 ELECTRONIC SUBMITTAL FILE NAMING CONVENTION

- A. The Contractor shall utilize the following file name convention for PDF files submitted through eComm:
 - 1. Spec Section - Number of Submittal from Section - Number of Times Submitted.
 - a. Example: 02552-01-03.
 - 2. The example represents the first submittal from Specification Section 02552 and the third time this Submittal has been submitted.

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

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**SECTION 01350
COMMON PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes general requirements for all materials, equipment and systems furnished or installed under this project.
- B. Additional specific requirements included under a particular Section shall take precedence.
- C. This Section includes, but is not limited to, the following procedural and administrative requirements:
 - 1. Product Delivery Storage and Handling.
 - 2. Warranties.
 - 3. Quality Assurance and Control.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and related specification sections.
- B. The specification sections and Drawings contain the specific submittal requirements.

1.03 QUALITY ASSURANCE

- A. Where Contractor is required to provide design services or certification of the design, the specified product, equipment or system shall comply with the specified criteria.
 - 1. Contractor shall submit a written request for clarification when specified criteria is incomplete or insufficient.
- B. Manufacturer's name, make, model number and other designations provided in the contract documents are to establish the significant characteristics, including but not limited to, type, function, dimensions and physical properties, performance, and appearance for the purpose of evaluating comparable products. Contractor shall verify product, equipment or system proposed meets or exceeds the requirements as specified or shown on the Drawings.

1.04 PROJECT HANDLING

- A. Schedule delivery to minimize the time goods are kept in storage.
- B. Deliver goods to Site in manufacturer's original packaging.
- C. Inspect the goods to determine if there is visible damage to the packaging.

1. The packaging shall be removed in a manner that will allow resealing for storage.
 2. If packaging cannot be removed and reused, the goods shall be repackaged per the manufacturer's recommendations.
- D. Goods that are susceptible to damage by the environmental or project conditions, including but not limited to, switchgear, motor control centers, panelboards, instrument control panels, fixtures shall be stored in a controlled environment per the manufacturer's recommendations. If no such area is available at the time such equipment is received, such space shall be provided by the Contractor at no expense to the Owner.
- E. The Contractor shall confine his equipment, the storage of materials and equipment, and the operations of his workers to areas permitted by law, ordinances, permits, and the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

1.05 GUARANTEE

- A. Manufacturer's warranty, extending beyond one-year after substantial completion for the specified product, equipment or system shall be provided to the Owner and endorsed by the manufacturer.
- B. Requirements for warranties extending beyond one-year after substantial completion are described in individual Sections of these specifications.
- C. Manufacturer's limitations and disclaimers shall not relieve the Contractor from warranty obligations under the Contract Documents.

PART 2 PRODUCTS

2.01 RESERVED

2.02 GALVANIZING

- A. Where galvanized metal is indicated, unless otherwise specified, galvanizing shall conform to ASTM A123 (Hot Dip Galvanized). Threaded parts and hardware shall be galvanized in conformance with ASTM A153.

2.03 REGULATORY REQUIREMENTS

- A. Materials, equipment, coatings, and chemicals in contact with potable water or water being treated for potable water use shall comply with the applicable NSF Standards.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Products shall be installed in accordance with the manufacturer's instructions and Contract Documents.
- B. Required appurtenances including but not limited to, anchors, grout, and leveling shims, shall be provided.

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

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**SECTION 01410
LABORATORY SERVICES**

PART 1 GENERAL

1.01 SCOPE

- A. The Owner will retain an independent laboratory.
- B. Testing, inspection(s) and quality control are required to certify compliance with the Contract Documents.
 - 1. The laboratory services do not relieve the Contractor from the responsibility of compliance with the Contract Documents
 - 2. Any test required by the Owner shall not relieve the Contractor from the responsibility of compliance with the Contract Documents.
 - 3. Any test required by the Owner shall not relieve the Contractor from the responsibility of supplying certificates from manufacturers or suppliers to demonstrate compliance with the Specifications.
- C. Specific testing, inspection(s) and quality control requirements are specified in the individual Sections of the specifications.
- D. Specific testing, inspection(s) and quality control requirements of any Federal, State or Local authorities are specified in the related sections of Work.
- E. Testing of materials or equipment for compliance with various national or technical society standards and ordinarily performed by manufacturers, and shop and field tests of equipment are not included under this Section but shall be performed by the Contractor or his supplier as specified elsewhere.
- F. Contractor may conduct material or field test(s), inspection(s) and quality control as they deem necessary.
 - 1. Should the Contractor, at any time, desire the Owner to consider the results of such testing, inspection(s), and quality control, such results shall be certified by an independent testing laboratory acceptable to the Owner. Any testing of this nature shall be conducted at the Contractor's expense.

1.02 SUBMITTALS

- A. Submittals of all required field and laboratory test results shall be made by the independent laboratory as soon as they are available to the Owner and Engineer directly.
 - 1. Statement of Compliance per 1.03

1.03 QUALITY ASSURANCE

- A. The laboratory shall be a recognized and independent commercial laboratory with experience in conducting the required tests.
- B. Laboratory shall certify compliance with ASTM E548, ASTM E329, and ASTM C1093 when masonry construction is part of the project scope. In lieu of ASTM certification, the laboratory may submit written documentation demonstrating experience and training relevant to the inspections to be performed. The documentation shall demonstrate experience with projects of similar complexity and quantity of inspections as the project herein.
- C. Testing, inspection(s) and quality control shall be certified by a professional engineer specialized in the related field and in the state where the Site is located.

PART 2 PRODUCTS

2.01 TESTS

- A. Aggregates, Bedding Material, and Special Backfill - For each type of material, the laboratory shall perform an ASTM C136 sieve and screen analysis to determine compliance with the contract documents.
 - 1. Retests shall be performed until the Specifications are met.
 - 2. Retest shall be performed each time the source of material is changed.
- B. Selected Backfill - At the discretion of the Engineer, but in no case, more than one test for each 1,000 cubic yards or portion thereof, the laboratory shall perform an ASTM C136 sieve and screen analysis to determine whether the material is suitable for backfilling purposes.
- C. Mix Designs:
 - 1. For each type of controlled density fill, concrete, and asphalt, the laboratory shall review, perform test(s).
 - 2. Review, perform test(s) and approve change in source of materials.
 - 3. Approved mix designs shall include sieve analyses and suppliers' certificates for materials incorporated in the mix.
- D. Compaction Tests:
 - 1. For each type of backfill material, the laboratory shall determine the moisture-density curve according to ASTM D698.
 - 2. Using ASTM D2922 test methods, the laboratory shall determine the density of placed backfill.
 - 3. Retests shall be performed if the compaction requirements stated in the individual Sections are not met.

- 4. The Engineer may at his discretion require the sand cone (ASTM D1556) or the balloon (ASTM D2167) tests for density and compaction to verify questionable results of the ASTM D2922 tests.
- E. Asphalt and Concrete Quality Control Testing - Perform tests as indicated in Sections 02600 and 03300.
- F. Miscellaneous Tests - Perform all other tests requested in the individual Sections of the Specifications.

2.02 PLANT INSPECTIONS

- A. Inspect and certify asphalt and concrete plants as indicated in Sections 02600 and 03300, respectively.

2.03 EQUIPMENT

- A. Provide all necessary equipment to extract and store samples and perform the required tests.

PART 3 EXECUTION

3.01 COORDINATION

- A. The Contractor shall provide the source of all materials requiring testing and shall arrange access for the independent laboratory to obtain representative samples and perform required tests at the material source. The information shall be supplied in advance to allow time for testing and reporting. Concrete information shall be supplied at least 45 days prior to the first concrete placement.
- B. Contractor shall coordinate activities to accommodate the required quality assurance/control.
 - 1. Contractor shall not compromise the requirement for quality assurance /control in order to maintain the schedule.
- C. The laboratory shall conduct tests on materials and in locations as directed by the Resident Project Representative.
- D. All tests shall be performed in accordance with the proper test methods mentioned above and in the individual Sections. Results shall be compared to the required values included in the individual Sections.

3.02 PREPARATION

- A. Contractor shall prepare all Work to be tested in accordance with the testing procedures as directed and required by independent laboratory, regulatory agency, or Owner and Owner's representative.

3.03 PROTECTION

- A. Contractor shall at the completion of testing, repair damage to construction in accordance with these specifications.
- B. Contractor shall be responsible for the protection regardless of the responsibility for quality assurance/control.

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

**SECTION 01510
TEMPORARY FACILITIES**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes furnishing, installing, and maintaining temporary facilities throughout the construction period and the removal on completion of the Work.
- B. Temporary facilities shall include, but not be limited to, the following:
 - 1. Electrical Power.
 - 2. Lighting.
 - 3. Sanitary Facilities (Toilets, Wash Facilities).
 - 4. Water Service and Distribution.
 - 5. Sewers and Drainage.
 - 6. .
 - 7. Temporary Roads and Access.
 - 8. Waste Disposal.
- C. All cost associated with temporary facilities shall be borne by the Contractor including, but not limited to, the following: permits, use charges, deposits, equipment rental charges, and maintenance fees.
- D. Work not included in this Section:
 - 1. None

1.02 QUALITY ASSURANCE

- A. Temporary facilities shall be in compliance with all federal, state, and local codes and regulations.

PART 2 PRODUCTS

2.01 TEMPORARY ELECTRICAL POWER

- A. Materials and equipment shall comply with Division 16.
- B. Products may be new or used, but must be adequate in capacity for required usage, and must not violate requirements of applicable codes and standards.
- C. The Contractor may use the Owner's power source(s). The Contractor shall provide temporary transformers, meters, panels, outlets, wiring, and connections. Other power requirements of the Contractor shall be provided by the Contractor.

1. Owner's normal usage of the system shall not be disrupted.
 2. If sufficient capacity is not available at the nearest source for both the Contractor's and the Owner's needs, the Contractor shall extend his service to a source that has sufficient capacity.
- D. The Contractor shall not connect any compressors, welders, or temporary electric heaters to the Owner's power source. If electric power is required for these items, the Contractor shall obtain the power from power company.
- E. Materials used for temporary service shall not be used in the permanent installation.

2.02 LIGHTING

- A. Provide temporary lighting with adequate illumination for construction operations and in accordance with federal, state, and local codes and regulations.
- B. Provide temporary Site lighting with adequate illumination for construction operations, traffic and in accordance with federal, state, and local codes and regulations.

2.03 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide hand washing station and portable toilets in sufficient number to accommodate his employees and all employees of subcontractors.
- B. The portable toilets shall be placed in accordance with applicable laws, codes, and regulations.
- C. The toilets shall be maintained in clean and sanitary conditions.
- D. The units shall be removed when they are no longer required.

2.04 RESERVED

2.05 WATER SERVICE AND DISTRIBUTION

- A. The existing water service and distribution system may be used if available.
1. Contractor shall maintain the water system in the same condition as it was prior to use.
 2. Backflow prevention and metering shall be provided as required and as directed by the Owner.
 3. The water service shall be returned to the same condition or better than the condition prior to Contractor's use.
 4. All Work shall be in accordance with Sections 15400 and 15211.
- B. Water distribution shall be the responsibility of the Contractor whether water service is provided through Owner's source or Contractor supplied.

2.06 SEWERS AND DRAINAGE

- A. Contractor shall coordinate connection to the City's sanitary or storm facilities with the Chief Operator of the Verona Pumping Station. Discharge volumes shall be estimated as accurately as possible and controlled to the extent practical.

2.07 RESERVED

2.08 TEMPORARY ROADS AND ACCESS

- A. Temporary accesses shall be constructed and maintained in accordance with governing agency, permit requirements, the Drawings, and applicable section of the Specifications.
- B. All access and temporary roads where shown to be removed shall be removed and restored as shown and to a condition equal to or better than the condition prior to the installation.

2.09 WASTE DISPOSAL

- A. Provide waste containers, for all construction activities, of an appropriate size and type to collect the type of waste being disposed. Containers shall include but not limited to, roll-off dumpsters, recycling receptacles and dumpsters, trash receptacles, and hazardous waste receptacles.
 - 1. Separate containers shall be provided when required. Containers shall be clearly labeled.
 - 2. Hazardous, unsanitary waste shall be handled in accordance with federal, state, and local requirements.

PART 3 EXECUTION

3.01 COORDINATION

- A. Electrical Power.
- B. Lighting.
- C. Sanitary Facilities (Toilets, Wash Facilities).
- D. Water Service and Distribution.
- E. Sewers and Drainage.
- F. Temporary Roads and Access.
 - 1. Coordinate with location of any necessary temporary roads and run arounds with the City's Chief Operator of the Verona Pump Station
- G. Waste Disposal.

3.02 ERECTION, INSTALLATION AND REMOVAL

- A. Temporary facilities shall be placed in accordance with applicable laws, codes, and regulations.
- B. All temporary facilities shall be maintained to provide adequate service.
- C. Existing equipment used for temporary services shall be restored to original or better condition.
- D. The installation shall comply with applicable requirement specified in Division 16.
- E. The temporary system shall be maintained to provide continuous service.
- F. At the completion of the Project, all temporary materials and equipment shall be completely removed.
- G. Existing facilities used for temporary services shall be restored to original or better condition.

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

**SECTION 01522
TEMPORARY CONSTRUCTION**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes the requirements of temporary construction. Additional control requirements are included in Section 01310.
- B. The Contractor shall furnish and install all necessary temporary construction required to maintain the operation of the wellfield, treatment plant, and pumping station, including, but not limited to, bulkheads, plugs, stop planks, stop plates, blind flanges, pipelines, pipe connections, flumes, cofferdams, pumping equipment, jumpers, subpanels, and valves. The Contractor shall furnish and install all temporary enclosures or partitions as noted herein.
- C. All costs including labor, equipment, and materials which are required shall be paid by the Contractor.
- D. Not included in this section are temporary facilities which are included under Section 01510.

PART 2 PRODUCTS

2.01 RESERVED

PART 3 EXECUTION

3.01 COORDINATION

- A. Contractor shall coordinate all temporary partition enclosures with Section 01510.
- B. Contractor shall coordinate installation, erection, removal, and maintenance of temporary construction with the Owner's operations.

PART 4 SPECIAL PROVISIONS

4.01 SCHEDULE OF AREAS TO BE PROTECTED

- A. None

END OF SECTION

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**SECTION 01540
SECURITY**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes furnishing all labor and materials necessary to secure and maintain the security of the Site as well as the Owner's facilities.
- B. This Section does not include any provision for homeland security as required or suggested by the federal, state, and local authorities.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Provide temporary and permanent fencing as may be required to secure the Site.
 - 1. Existing fencing on site shall be maintained in a condition equal to or better than the condition prior to the start of construction.
- B. Contractor shall provide, in the event of a labor dispute, at no additional cost to the Owner, access gate(s) as required. The location shall be coordinated with the Owner.
 - 1. Contractor shall be responsible for the removal and restoration.

2.02 IDENTIFICATION

- A. Contractor shall provide personal identification for all workers including subcontractors on site meeting the requirements of the Owner. Requirements may include laminated photo IDs with personal information.
- B. Contractor shall clearly identify the field office and post signs. Contractor shall require all visitors at the Site to report to the Contractor's field office.

PART 3 EXECUTION

3.01 COORDINATION

- A. Work Area - The Contractor shall restrict his people to the immediate area in which the Work is being performed. Any employee(s) or person(s) associated with the Contractor outside the Work area will be considered unauthorized.
- B. General Security - The Contractor shall comply with all the Owner's requirements for plant security in addition to items listed herein. The Contractor shall secure all equipment, tools, and materials at all times against theft and/or vandalism.
- C. Contractor shall be responsible for providing the local law enforcement, fire, and rescue authorities information regarding the general nature of the Work that the Contractor is performing.

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PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

**SECTION 01568
POLLUTION CONTROL**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes the requirements for pollution control.

PART 2 PRODUCTS

2.01 GENERAL

- A. The Contractor is reminded that the project site is an active drinking water well field and no chemical dust palliatives, uncontained fuel or chemical tank shall be permitted on site.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. The Contractor is responsible to provide all materials and equipment necessary to discharge storm water to the City's onsite storm water collection system.
- B. The Contractor is responsible for following an erosion control plan in accordance with permits required under Act 451, Part 91, as amended (Soil Erosion and Sedimentation Control), Part 303 (Wetland Protection, formerly Act 203), Part 301 (Inland Lakes and Streams, formerly Act 346), Part 31, (Water Resources Protection, Floodplain Regulatory Authority, formerly Act 245 as amended by Act 167), and Part 31 (Water Resources Protection), National Pollutant Discharge Elimination System (NPDES). Secure Federal Section 404, Clean Water Act of 1972, permits, if required. Provide temporary and permanent erosion and sedimentation controls according to the permits.
- C. It shall be the responsibility of the Contractor to prevent or limit pollution of air and water resulting from his operations.
- D. The Contractor shall perform Work required to prevent soil from eroding or otherwise entering onto all paved areas and into natural watercourses, ditches, and public sewer systems, and to prevent dust attributable to his operations from entering the atmosphere.
- E. Water containing suspended material from any part of the Contractor's operations shall be clarified before discharging to drains or streams.
- F. No fill, topsoil, or heavy equipment shall be stored within 200-feet of a stream bank or within the drip line of a treed area.
- G. Excess soil that is stockpiled shall be removed or regraded within 15 days of the completion of construction.

3.02 STREETS, SIDEWALKS AND DRIVEWAYS

- A. Streets, haul roads, and detours and bypass roads shall be swept by automatic self-contained sweepers.
- B. Excessive dirt on pavements shall be removed by means of hand shoveling or appropriate mechanical equipment and the area swept as directed above.
- C. Sidewalks and driveways shall be cleaned by means of shovels and hand brooms or appropriate mechanical equipment.
- D. Dust on unsurfaced streets or parking areas and any remaining dust on surfaced streets shall be controlled with water.
- E. The Contractor shall comply with the above requirements on a daily basis. If the Contractor fails to perform the above Work in a satisfactory manner, all Work, except cleanup operations, shall be stopped until the Contractor has complied with the above requirement.

3.03 EROSION AND SEDIMENT CONTROL

- A. The Contractor shall initiate appropriate vegetative practices on all disturbed areas to remain dormant (undisturbed) for more than 45 days within seven days.
 - 1. Such practices may include: temporary seeding, permanent seeding, mulching, matting sod stabilization, vegetative buffer strips, phasing and protection of trees.
- B. Permanent or temporary soil stabilization shall be applied to disturbed areas within seven (7) days after final grade is reached on any portion of the Site.
- C. When seasonal conditions prohibit the application of temporary or permanent seeding, non-vegetative soil stabilization practices, such as mulching and matting, shall be used.
- D. Dump trucks hauling from the construction site shall be covered with a tarpaulin.
- E. No more than 200-feet of trench shall be open at any given time. Trench opening, laying of conduit, and backfilling should occur so as to minimize the amount of disturbed area.
- F. The Contractor shall minimize the width of his work area.
- G. All dewatering flows are to be settled in siltation basins or directed through filters before discharge to stabilized sites, such as stream or storm sewers, and not onto exposed soils, stream banks, or any other sites where the flow could cause erosion.
- H. When construction occurs near storm sewer inlets, erosion control measures such as inlet filters or hay bales shall be used to prevent silt from entering the storm sewers.
- I. The clean-up and disposal of excess excavated material shall be done as soon as practical after laying of the conduit. However, clean-up work shall not fall behind the pipe laying more than 800-feet. Should the Contractor not keep his clean-up within the aforementioned distance, Work shall stop until the clean-up work is accomplished.

3.04 SEDIMENT CONTROL

- A. Contractor shall control erosion and trap sediment from all sites remaining disturbed for more than 14 days. Such practices shall include among others, sediment traps, sediment basins, silt fences, and storm drain inlet protection. Silt Fence Fabric shall be in accordance with MDOT Item 910.04 Silt Fence Geotextile.
- B. Timing - Sediment control structures shall be functional throughout earth-disturbing activity. Sediment ponds and perimeter sediment barriers shall be implemented as the first step of grading and within seven days from the start of grubbing. They shall continue to function until the upslope development area is restabilized.
- C. Sediment Barriers - Sheet flow from runoff from denuded area shall be intercepted by sediment barriers. Sediment barriers, such as sediment fences or diversions directing runoff to settling facilities, shall protect adjacent properties and water resources from sediment transported by sheet flow.
- D. Other erosion and sediment control practices shall prevent sediment-laden water from entering drain systems. Unless the storm drain system drains to a settling pond. These practices shall divert runoff from distributed areas and steep slopes where practicable and stabilize channels and outfalls from erosive flows.

3.05 RESERVED

3.06 RESERVED

3.07 PROHIBITED CONSTRUCTION ACTIVITIES

- A. Disposing of excess or unsuitable excavated material in wetlands or floodplains, even with the permission of the property owner.
- B. Locating stockpile storage areas in environmentally sensitive areas.
- C. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, any wetlands, any surface waters, or outside the easement limits.
- D. Pumping of sediment-laden water from trenches or other excavations directly into any surface waters, any stream corridors, any wetlands, or storm sewers; all such water will be properly filtered or settled to remove silt prior to release.
- E. Discharging pollutants such as chemicals, fuels, lubricants, bituminous materials, raw sewage and other harmful waste into or alongside of rivers, streams, impoundments, or into natural or man-made channels leading thereto.
- F. Permanent or unspecified alteration of the flow line of any stream.
- G. Damaging vegetation outside of the construction area.
- H. Disposal of trees, brush, and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations.
- I. Open burning of project debris without a permit.

- J. Running well point or pump discharge lines through private property or public property and rights-of-way without the written permission of the property owner and the consent of the Engineer.

PART 4 SPECIAL PROVISIONS

4.01 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

- A. The Contractor shall be responsible for having a SWPPP prepared for the Work. The SWPPP shall be prepared by an Engineer licensed in the state of Michigan.
- B. The Drawings show recommendations for pollution prevention measures to be provided. The measures shown on the Drawings shall be considered the minimum level of pollution prevention.
- C. The Contractor shall adhere to the SWPPP in accordance with EGLE Guidelines.
- D. The SWPPP shall be updated and maintained throughout the Work.
- E. A copy of the SWPPP shall be available at the Site's construction office.

END OF SECTION

**SECTION 01580
PROJECT SIGN**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes the requirements of a project sign.
- B. The Contractor shall provide and erect a project sign readable from both sides at a location designated by the Owner or Engineer.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Shop Drawings for review:
 - a. The detailed dimensional drawing(s).
 - b. Project sign lettering, logos, and information layout.

PART 2 PRODUCTS

2.01 SIGN MATERIALS

- A. The sign shall be of 3/8-inch exterior-type, high-density, overlaid plywood approximately 8 feet wide by 4 feet high.
- B. The sign shall be bordered with 2 inch by 6 inch studs with mitered corners. The border shall have 3/4-inch deep groove in its interior face for mounting of the plywood.
- C. Sign shall be supported above grade with nominal 4-inch by 4-inch wolmanized posts. The height of the sign and post shall be as shown on the drawings.
- D. The sign and posts shall have one coat primer and two finish coats, white, as background. Border and lettering shall be royal blue.
- E. The sign shall resemble and provide the information shown on the Drawings. The information shown on the Drawings, for the project sign, is subject to change. Contractor shall coordinate with the Owner and Engineer for correct information.

PART 3 EXECUTION

3.01 INSTALLATION

- A. The Contractor shall install the sign at a location designated by the Owner.
- B. Contractor shall ensure that the sign is not creating any traffic hazard or obstruction motor vehicles and pedestrians.

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- C. Installation shall be in accordance with all federal, state, and local codes and ordinances.
- D. Project sign shall be removed upon substantial completion unless otherwise directed by the Owner.
- E. Project sign shall be removed without destroying or compromising the integrity, information, and supports. Project sign shall be delivered to the Owner upon removal, unless otherwise directed.

PART 4 SPECIAL PROVISIONS

4.01 PROJECT SIGN LAYOUT

- A. Project sign information layout shall be as shown on drawings as in compliance with the guidance provided here: <https://www.michigan.gov/egle/-/media/Project/Websites/egle/Documents/Funding/WIFS/EPA-Signage.pdf?rev=d7594fb3f4a54171978b3626dcbe3cd6&hash=D189B743FAF5A545ABCD A1BECF6DF09B> .

END OF SECTION

**SECTION 01590
FIELD OFFICE**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes the requirements of field offices for the Resident Project Representative and other representatives of the Owner.
- B. The Contractor shall provide, furnish, and maintain until the completion and acceptance of the Work, a separate field office and appurtenant facilities for the exclusive use of the project representative and other representatives of the Owner. Joint occupancy with other activities will not be permitted. The office shall be placed at a location approved by the Engineer with parking area, sanitary sewers, and water available.
- C. Contractor shall provide and maintain the following including, but not limited to, access, drives, parking areas, walks, sanitary sewers, potable water, HVAC, security of office, and cleaning services.
- D. The offices shall be installed and ready for use with all equipment and services before the commencement of any Work on the Site. No progress payment will be made until field office has been approved by the Owner and Engineer.
- E. The office, including equipment and furnishings, shall be new or in good used condition acceptable to the Owner and Engineer.

PART 2 PRODUCTS

2.01 STRUCTURE

- A. The office shall be an office trailer or a separate building. If a separate building is provided, it shall have concrete or solid wood floors and shall be weathertight.
 - 1. The office shall be a minimum of 400 square feet.
- B. The structure shall have two doors minimum and adequate window area. All doors shall be fitted with identical cylinder locks for one-key operation. Windows shall be operable and fitted with insect screens, Venetian blinds, and 1-inch mesh, #12 wire (minimum) security screens.
- C. The office shall be equipped with, but not limited to, the following:
 - 1. Central air conditioning and heating or individual units for each room.
 - 2. Electric lighting.
 - 3. Clothes closet.
- D. Where water and sewage facilities are not available, the Contractor shall provide and maintain bottled water and floor standing water dispenser and a portable chemical toilet.

2.02 RESERVED

2.03 OFFICE EQUIPMENT

- A. The Contractor shall provide the following furniture for use in the Resident Project Representative's Field Office:
- 2 desks and chairs.
 - 8 chairs (folding type).
 - 1 four-drawer letter filing cabinet.
 - 2 wastepaper baskets.
 - 2 conference tables (approximately 4-feet by 6-feet).
 - 1 3 foot by 4-foot aluminum framed dry erase board, eraser and supply of markers.
 - 1 battery operated wall clock.
 - 1 Fully equipped, wall mounted first aid kit. Restock first aid supplies monthly.
- B. 1 Identifying exterior sign acceptable to the Engineer, at least 24 inches by 36 inches in size. Sign shall be white with light blue lettering and contain Engineer's logo. Text shall be 4 inches high, Arial font, unless otherwise approve by the Engineer. At minimum, the sign shall read:
- Field Office
Jones & Henry Engineers, Ltd.

2.04 INTERNET

- A. High speed internet connection shall be provided, by either wireless, satellite, or DSL. Service shall be unlimited access and the cost of internet service paid by the Contractor.
- B. The user shall have normal internet access and the following IP addresses will not be blocked:
- 1. 72.240.41.49 - 72.240.49.51
 - 2. 64.136.228.43/30
 - 3. 50.106.70.18
 - 4. 71.44.227.78/30
 - 5. 74.83.139.238/30
- C. The 10433 port shall be open as well as common usage ports.

PART 3 EXECUTION

3.01 SERVICES

- A. All fuel, electricity, and telephone/internet service shall be paid by the Contractor.

- B. The Contractor shall supply weekly janitorial services to maintain the office in a clean condition. If a toilet and lavatory are provided, these services shall include, but not limited to, paper towels, toilet paper, hand soap, disinfecting cleaners and handheld air fresheners.
- C. The field office shall be maintained by the Contractor until the Work is complete. Earlier removal shall not be done without prior written approval of the Owner and Engineer. Field office removal and restoration of the area shall be the Contractor's responsibility.

3.02 SECURITY

- A. Contractor shall provide and maintain security equipment, procedures for the protection of the trailer, and trailer contents.
- B. Contractor shall be responsible for the security of the field office trailer including, but not limited to, the following:
 - 1. Interior and exterior security lighting.
 - 2.
 - 3. Door latch guards and window security bars or screens.
 - 4. Signage and barricades in accordance with Section 01500.
- C. Contractor shall comply with all security requirements specified in Section 01540.
- D. Contractor shall supply to Engineer two sets of door keys for the field office.

3.03 LOCATION

- A. Field office shall be located to provide access by Owner and Engineer and visitors without having to traverse the Site.
- B. Field office shall be located where it will cause as little interference with the Work as possible.
- C. Field office location shall be coordinated with and approved by the Owner and Engineer.

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

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**SECTION 01800
CONSTRUCTION SURVEY WORK**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes the furnishing of all labor, materials, equipment, and services necessary for the completion of Construction Survey Work in accordance with the Contract Documents.
- B. This Work consists of the layout of all lines and grades shown on the Drawings or as altered or modified by the Engineer, control survey and of miscellaneous survey work related to construction of the project.

1.02 PROTECTION

- A. The Contractor shall protect and preserve the established reference points and monuments.
- B. Whenever monuments are encountered in the line of Work, whether shown on the Drawings or not, the Contractor shall notify the Engineer in writing at least 24 hours in advance of moving same, and under no circumstances is such a stone or other monument to be removed or disturbed by the Contractor or by any of his men without a written order of the Engineer and only when a registered surveyor representative of the Owner is present.

1.03 REPLACEMENT OF LOST SURVEY POINTS

- A. Whenever a reference point or monument is lost or destroyed or requires relocation, the Contractor shall, at his own expense, accurately relocate and replace all such points so lost, destroyed, and moved.

1.04 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Information for the Record:
 - a. Layout Sheets including, but not limited to, Benchmarks both temporary and permanent and Pipeline layout staking.
 - b. Field Notes and survey log.
- B. Contractor shall provide the Engineer and Resident Project Representative, no later than five working days prior to installation, all Logs, reports, field notes, drawings and documentation as specified shown on the Drawings or directed.

- C. No Work shall be considered for payment until all logs, reports field notes drawings and documentation as specified, shown on the Drawings or directed has been submitted to the Engineer or Engineers representative.

PART 2 PRODUCTS

2.01 CONSTRUCTION STAKING

- A. All construction points shall be marked with a wooden hub and nail or a PK nails in concrete and asphalt pavements and walks.
- B. All points located in areas of heavy underbrush, inaccessible or limited site distance shall be identified with a wood lath extending a minimum of 3 feet above the ground.
- C. All points located in paved surfaces shall be clearly marked with paint. Contractor shall obtain written permission from owner to use paint for marking.

PART 3 EXECUTION

3.01 COORDINATION

- A. The Contractor shall provide field forces necessary to lay out the location, alignment, elevation, and grade of the Work shown on the Drawings and in conformance with the control points and benchmarks shown on the Drawings.
- B. The Contractor shall use competent personnel and suitable equipment for the layout of the Work required. If the layout Work involves more than a few simple distance and elevations from established reference points, the Contractor shall employ a Registered Surveyor to supervise the layout Work.
- C. Contractor shall furnish the necessary labor to assist the Engineer in checking the installation, if required.

3.02 RESERVED

3.03 RESERVED

3.04 RESERVED

3.05 CONDUIT IN OPEN CUT

- A. The construction staking shall be placed along the pipeline route at and at location of new manholes, valves, deflections both vertical and horizontal and as specified, shown on the Drawings or as directed. All construction layout stakes shall be offset at a minimum of 10-feet and at a right angle to the pipe line route. Layout shall be referenced to the downstream manhole or valve, in addition it may reference survey of baseline stationing.

- B. Contractor shall provide to the Engineer, no later than five working days prior to the installation of the Conduit, all information of the completed construction layout staking. This information shall include but not be limited to stationing, elevations, control points, project coordinates, offset direction and distance for all deflections both horizontal and vertical, manholes and all other points as specified, shown on the Drawings and directed by the Engineer.
- C. The Contractor shall furnish all equipment and labor and check his alignment from the offset stakes. Contractor shall record all information in the log.
- D. Any inspection or checking of the Contractor's layout by the Engineer shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades, and elevations of the Work.

3.06 RESERVED

3.07 RESERVED

3.08 LOCATION OF STRUCTURES AND UNDERGROUND PIPING

- A. The location of new structures and underground utilities shall be based on the dimensions, coordinates, and requirements shown on the Drawings or specified.
- B. If it is stated on the Drawings or specified that the location and/or elevation of the new structure or underground conduit shall depend on the location of existing underground or otherwise hidden facilities, those existing underground or hidden facilities shall be located by the Contractor prior to his determination of the location and/or elevation of the new facilities. This requirement shall override any other specific location dimensions or coordinates shown on the Drawings for that structure or piping.
- C. If the location or elevation determined by the Contractor, in accordance with the above requirements, appears to cause conflicts with existing structures or utilities or appears to potentially cause functional issues with either the existing or new structures or utilities, the Contractor shall notify the Engineer immediately.
- D. In no case, shall coordinates or other location information be extracted or interpolated from the electronic CAD files that may be provided to the Contractor by the Owner or Engineer without the specific approval of the Engineer.

CITY OF BATTLE CREEK PURCHASING
INVITATION FOR BID NO.

3.09 RESERVED

3.10 RESERVE

3.11 RESERVED

PART 4 SPECIAL PROVISIONS

4.01 RESERVED

END OF SECTION

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**SECTION 02200
EXCAVATION AND BACKFILL**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes all excavations and related Work for the construction of the designated structures, pipelines, and other incidental Work.
- B. Excavation includes the Work of making all necessary excavations for the construction of all Contract Work; of furnishing, placing, and use of sheeting, shoring, and sheet piling necessary in excavating for and protecting the Work and workers; of doing all pumping and fluming necessary to keep the excavation free from water; of providing for uninterrupted flow of existing streams, treatment plant processes, drains and sewers; of damming and coffer damming where necessary; of supporting and protecting existing structures, pipes, conduits, sewers, culverts of all types of materials of construction, of supporting and protecting railroad tracks, posts, poles, wires, fences, buildings, and other public and private property adjacent to the Work; of removing and replacing existing sewers, culverts, pipelines, and bulkheads where necessary; of removing after completion of the Work all sheeting and shoring not necessary to support the sides of excavations; of removing and disposing of all surplus excavated material or material under structures that does not meet the soil design bearing capacities; of doing all backfilling, of compacting backfill to limits specified or ordered by the Engineer; and restoring all property damaged as a result of the Work involved in this Contract.
- C. The Work includes obtaining and transporting suitable fill material from off-site when on-site material is not available.
- D. The Work includes transporting surplus excavated material not needed for backfill at the location where the excavation is made, to other parts of the Work where filling is required, or disposal of all surplus on other sites selected by the Owner.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Shop Drawings for Review:
 - a. Sieve Analysis (ASTM C136) - One test for each material source.
 - b. Submit a moisture density curve (ASTM D698) for each type of material used for backfill. Test shall be referenced to appropriate sieve analysis test. The maximum dry weight and optimum moisture content shall be indicated.
 - c. Controlled Density Fill Material - Design Mix and Certified Test Results.
 - d. Test results for conformance with specified "Compaction Requirements":

- 1) Retests shall be referenced to the corresponding failing test.
- e. Stripped soil and topsoil test per MDOT 917.
2. Information for the Record:
 - a. When excess excavated material is disposed at locations off the Site, the Contractor shall obtain and submit written permission from the Owner of the property upon which the material is to be placed.
 - b. Details of the proposed method of installation and construction of dewatering wells.
 - c. Schedule of the proposed sequence of dewatering well construction.
 - d. Dewatering logs.
 - e. Submit method for abandoning dewatering well.

PART 2 PRODUCTS

2.01 TOPSOIL

- A. Soil stripped from the Site shall consist of loose, friable, loamy topsoil without admixture of subsoil or refuse. It shall be reasonably free from peat, muck, roots, hard clay, coarse gravel, stones, weeds, tall grass, brush, sticks, litter, ground debris and wood products. The stockpiled soil shall be subject to the approval of the Engineer.
- B. Topsoil provided shall be in accordance with MDOT 917 and be loose, friable, loamy soil without admixture of subsoil or refuse. In order for the topsoil to be considered loamy the fraction of topsoil, passing a No. 10 sieve, shall contain not more than 40% clay. Topsoil shall contain not less than 4% nor more than 20% organic matter as determined by loss on ignition of oven-dried samples to constant weight at 212 degrees F.
- C. Excess material shall be removed from Site, unless directed otherwise by Owner or Engineer.

2.02 SELECTED BACKFILL

- A. Selected backfill shall be clean excavated soil. It shall be free of rock and foreign debris of any kind and shall be tested in accordance with ASTM C136 sieve screen analysis and ASTM D2487 soil classification. The material's use as selected backfill shall be approved by the Engineer.
- B. Engineer may waive material testing of selected backfill. Such waiver shall apply only to the designated location and the source of the selected backfill. Such waiver shall not apply to excavated soil from locations not so designated.

2.03 SPECIAL BACKFILL MATERIAL

- A. Special backfill material shall conform to MDOT 902.07 and shall meet the grading requirements of Table 902-3, Class II.

2.04 AGGREGATE BEDDING MATERIAL

- A. Aggregate bedding material shall be well-graded durable crushed gravel, crushed stone or meeting the gradation requirements of MDOT Table 902-1, Class 17A.
- B. Fine aggregate bedding material shall be natural sand or manufactured sand bedding material meeting the requirements MDOT Table 902-4, 2NS.
 - 1. Natural sand material excavated from Site may be utilized for pipe bedding provided it meets the requirements specified herein and is approved by both the independent laboratory and the Engineer.

2.05 LOW STRENGTH MORTAR BACKFILL (LSM) CONTROLLED DENSITY FILL (CDF) MATERIAL

- A. Low strength mortar backfill (also called Controlled density Fill/CDF or flowable fill) shall be a cement base fill material that can be deposited in a fluid state. It shall be composed of portland cement and approved filler material, sand and water. The mixture shall have a compressive strength of 100 psi minimum and 500 psi maximum:
- B. Filler material shall consist of mineral aggregates, slag, or fly ash. Metals, soil, or organic material will not be permitted.

2.06 SLOPE AND CHANNEL PROTECTION

- A. Riprap, plain or heavy, shall be in accordance with MDOT 813.

PART 3 EXECUTION

3.01 COORDINATION

- A. Construction Through Highways:
 - 1. Permits - The Owner will obtain permits required for open cut construction through highways. Contractor shall be responsible for compliance with and furnishing any item required by permit such as Bond Security.
 - 2. Notification - The Contractor shall give written notice to appropriate officials of the affected Department of Transportation, City, or County at least five days, not including weekends and holidays, before starting construction under highways and as required under other roadways.
 - 3. Contractor shall comply with standard permit conditions of controlling authority and special provisions noted in Part 4 of this Section.

- B. Test Pits:
 - 1. The Contractor shall perform exploratory test pits as may be necessary or ordered by Engineer in advance of excavation to determine the exact location and elevation of subsurface structures, pipelines, and conduits which are likely to be encountered and shall make acceptable provision for their protection, support, and maintenance in operation. Vacuum excavation (pot hole) may be used if adequate information can be obtained by such method. No additional payment shall be made for test pits.
 - 2. Conflicts with existing utilities not located, as specified, far enough in advance of construction, shall not be considered as a basis for delay claims or additional payment.

3.02 REMOVING AND REPLACING TOPSOIL

- A. Removal
 - 1. Excavation for trenches in which pipelines, sewers, conduits and other utilities are to be installed: The Contractor may elect to strip soil and stockpile unless the Contract Documents direct stripping and stockpiling prior to excavation.
 - 2. General excavation, other than trench excavation: The Contractor shall remove, and stockpile the top 12 inches of the existing soils from all areas of construction including, but not limited to, excavation and embankment areas, stockpile sites, construction yard, storage areas, etc.
- B. Replacing stockpiled soil and topsoil
 - 1. Trench excavation areas disturbed as a result of trenching operations and which are to be restored with grass or other plantings shall be free of peat, muck, roots, hard clay, coarse gravel, stones, weeds, tall grass, brush, sticks, litter, ground debris and wood products. The surface shall be mechanically conditioned after removal of debris. After surface is prepared, it shall be covered with topsoil or stockpiled soil material to a minimum depth of 4 inches. Topsoils and stockpiled soil material shall meet the requirements specified herein and be tested.
 - 2. General excavation areas which are to be restored with grass or other plantings shall be free of peat, muck, roots, hard clay, coarse gravel, stones, weeds, tall grass, brush, sticks, litter, ground debris, wood products and construction debris including loose stone. The surface shall be mechanically conditioned after removal of debris. After surface is prepared it shall be covered with stockpiled soil and then have a minimum of 4 inches of topsoil placed.
- C. The Work shall be in accordance with applicable portions of MDOT Sections 205.03A.1 and 816.03A.

3.03 GENERAL EXCAVATION

- A. All necessary excavation shall be performed to accommodate the completion of all Contract Work.
- B. The Drawings show the horizontal and the lower limits of structures, wells, piping, and other utilities. The methods and equipment used by the Contractor when approaching the bottom limits of excavation and when trimming the bottom of the excavation to a smooth surface shall be selected to prevent disturbing the soil below the bottom limits of excavation.
- C. Excavation which is carried below the bottom limits shall be classified as Unauthorized Excavation, unless said excavation has been authorized by the Engineer prior to each occurrence.
- D. Unauthorized excavation shall be filled with CDF material to the bottom limits. Under circumstances where structural integrity is not a factor, the Engineer may allow the filling of unauthorized excavation with pipe bedding material or special backfill material compacted to 100% density, as specified under compaction requirements.
- E. Sheeting, Shoring, and Bracing:
 - 1. The Contractor shall furnish and install adequate sheeting, shoring, and bracing to maintain safe working conditions, and to protect newly built work and all existing adjacent and neighboring structures and utilities from damage by settlement.
 - 2. Sheeting, shoring and bracing shall be arranged so as not to place a strain on portions of completed Work until the construction has proceeded far enough to provide ample strength. Sheeting and bracing may be withdrawn and removed at the time of backfilling, but the Contractor shall be responsible for all damage to newly built Work and adjacent and neighboring structures and utilities.
 - 3. Sheeting, shoring and bracing shall be removed or cut-off at the time of backfilling to avoid problems with finish grade or future excavation.
- F. Construction Sheeting Left in Place:
 - 1. The Contractor shall furnish, install, and leave in place, construction sheeting and bracing when specified or when indicated or shown on the Drawings.
 - 2. Construction sheeting and bracing, placed by the Contractor to protect adjacent and neighboring structures and utilities, may be left in place if desired by the Contractor. All such sheeting and bracing left in place, shall be included in the cost for excavation.
 - 3. Any construction sheeting and bracing which the Contractor has placed to facilitate his work may be ordered, in writing by the Engineer, to be left in place. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating an obligation on his part to issue such orders. Failure of the Engineer to order sheeting and bracing left in place shall not relieve the Contractor of his responsibility under the Contract.

- G. Removal of Water:
1. The Contractor shall at all times during construction provide and maintain ample means and devices with which to remove promptly and dispose of properly all water entering the excavations or other parts of the Work and shall keep said excavations dry until the structures to be built or pipelines to be placed therein are completed. No water shall be allowed to rise over or come in contact with concrete or masonry until the concrete and mortar has attained a satisfactory set, except in cases where the concrete has been tremied into place with the approval of the Engineer. Water shall not be allowed to rise above the bottom of the bedding stone prior to placing pipe. In waterbearing sand, well points and/or sheeting shall be supplied, together with pumps and other appurtenances of ample capacity to keep the excavation free of water and in compliance with government regulations.
 2. The Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property or structures and in compliance with all regulations.

3.04 TRENCH EXCAVATION

- A. Excavation for trenches in which pipelines, sewers, conduits and other utilities are to be installed shall provide adequate space for workers to place and joint the pipe properly. The trench shall be kept to a minimum width. The width of trench at the top of the pipe shall comply with the limits specified or shown on the Drawings.
- B. Excavation shall be to the depth necessary for placing aggregate bedding material under the pipeline, sewer, conduits and other utilities as shown on the Drawings. If over excavation occurs, the trench bottom shall be filled to grade with compacted aggregate bedding material.
- C. The amount of trench open at any one time in advance of completed Work shall be limited to the minimum necessary for conducting laying operations.
- D. In general, backfilling shall begin as soon as the pipeline, sewer, conduits and other utilities are in a condition to receive it and shall be carried to completion as rapidly as possible. New trenching shall not be started when earlier trenches need backfilling or the surfaces of streets or other areas need to be restored to a safe condition.

3.05 EXCAVATION OF UNSUITABLE MATERIAL

- A. Unsuitable materials existing below the Contract bottom limits for excavation shall be removed as required by the Engineer. The Engineer may rely upon the independent laboratory retained on this Project when determining unsuitable soil conditions, removal and backfill. Such excavation shall be conducted at a time when the Engineer and independent laboratory are present and shall not exceed the vertical and lateral limits prescribed by both.
- B. The voids left by removal of unsuitable material shall be filled with special backfill, pipe bedding material, or CDF material as listed in Part 4 or as prescribed by the independent

laboratory and as approved and ordered by the Engineer. Special backfill or pipe bedding shall be installed as described in this Section and in general shall be compacted to 100% density as specified under compaction requirements.

3.06 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

- A. All excavated materials which are unsuitable for use in backfilling trenches or around structures, and materials excavated that are in excess of that required for backfilling and for constructing fills and embankments as shown on the Drawings, shall be disposed of by the Contractor at his expense and at sites provided by him as may be required, except that the Owner reserves the right to require the Contractor to deposit such surplus at locations designated by the Owner within a five-mile radius of the Work.
- B. No surplus excavated material of any class shall be deposited in any stream or watercourse or be dumped on public property without the consent of the Owner. All spoil areas shall be left smooth, level, with drainage to a water course and proper erosion and runoff control shall be used.

3.07 BACKFILL AND COMPACTION

- A. Pipe and Conduit Bedding - Unless otherwise directed, pipe, conduits and other utilities shall be installed in specified aggregate bedding material as shown on the Drawings and as specified.
- B. Backfilling Under Existing Pipeline, Conduits and Other Utilities - Where it is necessary to undercut or replace existing utility conduits and/or service lines, the excavation beneath such lines shall be backfilled the entire length with aggregate bedding material tamped in place in 6-inch layers to the required density. The aggregate bedding shall extend outward from the spring line of the conduit a distance of 2-feet on all sides and thence downward at its natural slope.
- C. Backfilling with Selected Backfill - Unless otherwise specified or directed, material excavated in connection with the Work may be used for backfilling and other filling purposes, if it meets all requirements given elsewhere in this specification for selected backfill. No material shall be used for backfilling that contains stones, rock, or pieces of masonry greater than 12 inches, frozen earth, debris, earth with an exceptionally high void content, organic material, or marl. No large pieces of rock or masonry shall be deposited closer than 24 inches from the completed outside surface of any structure or pipe.
- D. Backfill Immediately - All trenches and excavations shall be backfilled immediately after completion of construction therein, unless otherwise directed by the Engineer. Under no circumstances shall water be permitted to rise in un-backfilled excavation during construction or after pipe has been placed.
- E. Backfilling around and over structures, pipelines, conduits and other utilities comprising the Work shall be carefully done by hand and tamped with suitable tools of approved weight when within 2 feet of structures, pipeline, conduit and other utilities. Selected backfill or, where specified, shown on Drawings, or ordered by the Engineer, special

backfill material shall be used in this area. The material shall be placed in uniform layers not exceeding 6 inches in depth up each side. Each layer shall be placed, then carefully and uniformly tamped to the specified density so as to eliminate the possibility of lateral displacement of pipe or structure.

- F. Backfilling may be done by machinery after the backfill has been placed and compacted beyond 2 feet horizontally of structures, pipelines, conduits and other utilities and to a minimum depth of 1 foot above the tops of any buried structures, pipelines, conduits, and other utilities. The backfill material shall be deposited in horizontal layers, not thicker than one foot, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case, will backfill material from a bucket be allowed to fall directly on a structure or pipe and in all cases the bucket must be lowered so that the shock of the falling material will not cause damage.
- G. Backfilling Under Pavement and Walks - Where existing or new pavement, driveway, parking lot, curb and gutter, or walk is over an excavation, special backfill material shall be used to backfill the entire excavation from the bedding to surface. The material shall be placed and compacted to the required density in accordance with one of the following methods:
 - 1. The backfill material shall be deposited in 6-inch horizontal layers and each layer shall be thoroughly compacted to the proper density by approved compaction method before a succeeding layer is placed.
 - 2. No method of compaction which alters the gradation of the special backfill material or prevents compaction testing by standard testing methods shall be used.
- H. Backfilling with Controlled Density Fill Material (CDF) - Where called for on the Drawings, specified, or ordered, CDF material shall be used in lieu of special backfill or bedding material specified herein. Before placing CDF material, the Contractor shall take required measures to protect the Work against flotation.
- I. Backfilling Under Structures - Where structural slabs, mats or footings are to be placed on a backfilled area, special backfill material shall be used unless otherwise noted on the Drawings. The backfill material shall be placed in 6-inch horizontal layers and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. Where backfill is to be placed on undisturbed side slopes steeper than one vertical to six horizontal, steps shall be formed into the slope before each layer of the backfill is placed. These steps shall be cut vertically at no more than 2-foot intervals and shall have a horizontal dimension of not less than 3-feet.
- J. Prior to backfilling under structures the natural subgrade shall be evaluated at regular intervals in each direction by the independent testing laboratory to determine that the subgrade can obtain the design bearing capacity given by the "Structural Design Data" table on the Drawings. If the subgrade cannot obtain the design bearing capacity then the testing laboratory shall submit a remedy to the Engineer for approval and for the Contractor to perform.

- K. Clay Trench Bulkheads - Where trenches are dug through areas of lateral groundwater seepage or in areas below the groundwater table, the Contractor shall, if required by the Drawings, construct bulkheads within the trench at ordered intervals. Bulkheads shall consist of native clay soil or other fines.

3.08 COMPACTION REQUIREMENTS

- A. In areas to be filled, after the top 12-inches of soil is stripped, then the undisturbed subgrade shall be compacted to not less than 100% of maximum dry density per ASTM D698 (Standard Proctor) prior to placing of fill.
- B. Backfill placed under areas receiving concrete slabs, mats, footings, or within the interior of buildings shall be compacted to not less than 100% of maximum dry density per ASTM D698.
- C. Backfill placed around structures where other structures, pipelines, or slabs are to be constructed shall be compacted to not less than 100% of maximum dry density per ASTM D698.
- D. The material used to construct embankments and fills in locations other than under pavements, walks, structures, or slabs and around and over pipelines, shall be compacted to not less than 95% of maximum dry density per ASTM D698.
- E. All other backfill, including backfill around and over pipelines, and backfill around structures not covered in Paragraphs B. and C. above, shall be compacted to not less than 95% of maximum dry density per ASTM D698.
- F. The bottom of excavations upon which concrete slabs or structures are to be placed shall be compacted to obtain 100% maximum dry density per ASTM D698 in the top 12 inches.
- G. All soil subgrade which will provide bearing support for pavements or curbs, shall be compacted to a width of 6 inches beyond the back of curb and to a depth of 12 inches below the bottom of excavation to a density of not less than 100% of maximum dry density per ASTM D698. All fill below the subgrade shall be compacted to not less than 98% of maximum dry density, unless specified otherwise.
- H. Subgrade under the driveways and walks shall be compacted to a depth of 6 inches below the subgrade surface to density of not less than 100% of the maximum dry density determined by ASTM D698.
- I. Subgrade under structures shall be compacted to a depth of 12 inches below bottom of excavation surface to a density of not less than 100% of the maximum dry density determined by ASTM D698.

3.09 COMPACTION TESTS

- A. Trenches and excavation around structures shall be backfilled and consolidated in layers, as specified, to the existing ground surface. Initial test series for each type of backfill material shall be continued until the method of consolidation employed has

proven to attain the required compaction. Any change in the proven method of consolidations will require additional testing and field verification of compaction.

- B. Subgrade below pavements, curbs, sidewalks, and structures shall be consolidated as specified. Compaction tests shall be performed to verify specified consolidation.
- C. Subsequent tests or series of tests shall be in locations and at depths ordered by the Engineer.

3.10 RESERVED

3.11 RESERVED

3.12 RESERVED

PART 4 SPECIAL PROVISIONS

4.01 FIELD TESTING (MINIMUM REQUIREMENTS)

- A. The laboratory shall perform the following field tests:
 - 1. Trench Backfill - One test for every 200 cubic yards of backfill material.
 - 2. Subgrade Compaction - One test for every 300 square yards of subgrade.
 - 3. If directed by the Engineer, additional tests shall be performed for any of the above.

4.02 RESERVED

END OF SECTION

**SECTION 02551
PRECAST CONCRETE STRUCTURES**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes furnishing and installing precast concrete structure sections of types and at locations shown on the Drawings and scheduled.
- B. Additional product requirements are specified in Section 01350.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Shop Drawings for Review:
 - a. Manufacturer's Shop Drawings indicating physical dimensions, joint details, reinforcing steel, and layout for each size and type of structure(s) components furnished for the project.
 - b. Manufacturer's certification indicating that the precast structure components and joints meet specifications for each production run for each size and type furnished.
 - 2. Information for the Record:
 - a. The Engineer may request test results to verify certification. Certification documents shall be according to the Source Quality Control of this Section.

PART 2 PRODUCTS

2.01 MATERIALS OR PRODUCTS OR EQUIPMENT

- A. Precast concrete sections, integral base sections, and flat slab tops shall be designed by an Engineer licensed in the state of the project and conforming to ASTM C913 and ASTM C890. The design shall be adequate to support traffic or non-traffic loads as specified in Part 4.
- B. All joints in the walls and bottom of precast vaults shall be tongue and groove type with a preformed butyl rubber joint sealant placed in the joint prior to assembly of the joint. This joint material shall provide a permanent flexible non-shrinking watertight seal and shall meet the requirements of ASTM C990. After assembly of the joint, a 12-inch-wide band of permanent flexible water barrier wrap shall be applied to the exterior surfaces centered on all wall joints and any buried top slab joints. This barrier wrap shall meet the requirements of ASTM E1745, C877, and C990. The barrier wrap shall be bonded to

the concrete with a brush or roller applied adhesive surface primer formulated for use with the barrier wrap material.

- C. There shall be no opening or penetration within 6 inches of any joint on precast structure. Section heights shall be adjusted as required.
- D. Precast integral base and top sections shall be of monolithic construction.
- E. Holes required in the structure shall be cast and formed during fabrication. Field cutting of holes is not permitted without Engineer's approval.
- F. Additional concrete reinforcing steel and dowels shall be installed as shown on drawings to resist the buoyant forces. Concrete shall be as specified below.

2.02 ACCESSORIES

- A. Manhole Steps - Manhole Steps shall be of polypropylene plastic reinforced with a 1/2-inch No. 60 grade reinforcing rod. Steps shall be M. A. Industries Model PS-1, or equal.
 - 1. Specified manhole steps shall be factory installed to provide a continuous ladder of 16-inch Center-to-Center rung spacing. Steps shall be placed in the forms and cast in wall or placed immediately after removal from casting and carefully mortared in place with non-shrink mortar to insure a watertight joint. Step installation shall be in compliance with OSHA regulations. If the outer surface of the wall is pierced the patch shall be completely covered with a bituminous sealer.
- B. Floor doors shall be the size and type as shown on the Drawings and as specified in Section 08320.
- C. Mortar:
 - 1. Mortar used for the structures herein specified shall conform to ASTM C270 Type S, containing no masonry cement. The mortar shall be composed of one-part portland cement to two parts sand by volume.
 - 2. Non-shrinking Mortar - Materials for non-shrinking mortar shall be Sauereisen F-100, Five-Star, or equal.
- D. Flexible Joints - Joints for precast pipe openings shall be "Res-Seal" type as manufactured by Price Brothers Company, "Kor-n-seal" as manufactured by National Pollution Control Systems, Inc., or equal.
- E. Wall Sleeves shall be used as indicated on the drawings and in conformance with Section 15210.

PART 3 EXECUTION

3.01 COORDINATION

- A. Location and type of precast concrete structure installed shall be as shown on the Drawings or directed.

- B. Construction shall be in conformance with details shown on the Drawings and as specified.
- C. Excavation for structure construction shall be prepared as specified, shown on the Drawings and as directed in Section 02200.

3.02 INSTALLATION OF INTEGRAL BASE SECTIONS

- A. Base sections shall be placed on a minimum 6-inch thick bedding material under the entire area of the structure base. Bottom sections placed on bedding shall be a minimum of 6 inches thick. Base section shall be level and plumb. Structures that are not plumb and level shall be removed and reset as specified.

3.03 RESERVED

3.04 PRECAST CONCRETE RISER SECTIONS

- A. Sections 32 inches in height or less shall be incorporated into the structure immediately below the top.
- B. Structure joints shall be pointed and lifting holes filled with non-shrink nonmetallic mortar.

3.05 RESERVED

3.06 FLOOR DOORS

- A. Contractor shall coordinate with precast manufacturer to have floor doors cast as an integral part of the top section with proper coatings at metal/concrete interface. Provide drain piping as needed for floor door channels.

3.07 FIELD QUALITY CONTROL

- A. Field Inspection:
 - 1. Individual sections may be rejected at any time because of defective joints, dimension variations, fractures, cracks, honeycombing, chips, or blisters exceeding the permissible tolerances as set by ASTM C913.
 - 2. Rejected sections shall be so marked with a lumber crayon or paint and shall be removed from the job site before the end of the following work day.
- B. Correction of honeycombing, chips, blisters and filling lifting holes shall not be performed without prior approval from the engineer.
- C. Field cutting of the precast sections shall not be performed without prior approval from engineer.

PART 4 SPECIAL PROVISIONS

4.01 XYPEX ADDITIVE

- A. Contractor to provide crystalline waterproofing additive to precast concrete structure as indicated herein Xypex Admix C-500.
- B. Concrete waterproofing system shall be of the crystalline type that chemically controls and permanently fixes a non-soluble crystalline structure throughout the capillary voids of the concrete. The system shall cause the concrete to become sealed against the penetration of liquids from any direction, and shall protect the concrete from deterioration due to harsh environmental conditions.
- C. The manufacture of the crystalline water proofing shall provide the type of material and the dosage rate for the application. Admix must be added to concrete mix at time of batching. The actual dosage in the mix design shall be certified at the time of application.
- D. Manufacturer shall coordinate with the concrete batch facility and other admixture suppliers to ensure compatibility with the concrete mix design, other admixtures and concrete properties. The addition of the crystalline water proofing shall not reduce the concrete strength or compromise the ASTM specifications or other quality standards governing the concrete mix.
- E. Concrete containing Xypex Admix shall be moist cured in accordance with ACI Reference 308, "Standard Practice for Curing Concrete".

4.02 RESERVED

END OF SECTION

**SECTION 02800
SODDING, SEEDING AND MULCHING**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes fine grading, placing sod, and seeding and mulching areas designated on the Drawings, specified, or ordered.
- B. The Work consists of fine grading, furnishing and placing topsoil; sod; seed; mulching material; and fertilizer; and watering seeded or sodded areas until growth is established.
- C. The Contractor shall restore all grass areas damaged by his operations.
- D. Unless otherwise specified herein or directed, Work shall be in conformance with MDOT Section 816, Turf Establishment.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Shop Drawings for Review:
 - a. Manufacturer's project information for materials.
 - 2. Information for the Record:
 - a. Submit to Resident Project Representative:
 - 1) Invoices indicating the weight, brand, and composite analysis of fertilizer used on the project.
 - 2) Bag tickets indicating weight and composition of all seed used on the project.

PART 2 PRODUCTS

2.01 SOD

- A. Sod shall conform to MDOT 917.12, unless otherwise specified in Part 4.

2.02 SEED

- A. Seed mixtures shall be in conformance with the requirements of MDOT Tables 816-1 and 917-2, Mixture TUF, unless otherwise specified in Part 4.

2.03 FERTILIZER

- A. Commercial fertilizers shall be from a dealer or manufacturer whose brands and grades are registered or licensed by the State of Michigan, Department of Agriculture. The content of nutrients shall be 12-12-12, unless otherwise approved by Engineer.

2.04 MULCHING MATERIAL

- A. Mulching material shall be straw, wood fiber or compost reasonably free of weed seed, and other foreign materials, conforming to MDOT Section 917.14A.

2.05 MATTING MATERIAL

- A. Matting material shall be in conformance with the requirements of MDOT Section 917.14B, unless otherwise specified in the Special Provisions.

2.06 TOPSOIL

- A. Topsoil furnished by the Contractor shall be as specified in Section 02200.

PART 3 EXECUTION

3.01 FURNISHING AND PLACING TOPSOIL

- A. Areas from which the top layer of soil has been removed or disturbed shall be recovered with a minimum of 4 inches of recompacted topsoil placed in conformance with MDOT Section 816.03A.

3.02 PREPARATION

- A. The operating of finish grading and sowing shall not be performed when the ground is frozen or muddy.
- B. Areas to be Sodded:
 - 1. Preparation of areas to be sodded shall be in conformance with MDOT Section 816.03D.
- C. Areas to be Seeded:
 - 1. Unless otherwise shown on the Drawings or specified in Part 4, all areas of disturbed soil on the Site shall be seeded.
 - 2. The area to be seeded shall be prepared in accordance with Section 02200.
 - 3. Fertilizer shall be applied at a rate which will provide 240 pounds per acre of chemical fertilizer nutrients in equal proportions of Nitrogen, Phosphoric Acid, and Potash. Either dry or liquid fertilizer may be used and shall be distributed in an even pattern over the specified area, then thoroughly disked, harrowed, or raked into the soil to a depth of not less than 1 inch.

3.03 INSTALLATION

- A. Sodding:
 - 1. Sod shall be placed in conformance with MDOT Section 816.03D.
 - 2. No sod shall be placed when the temperature is below 32 degrees F. No frozen sod shall be placed nor shall any sod be placed upon frozen soil. When sod is placed between the dates of June 1 and October 15, it shall be covered immediately with a straw mulch 1-inch-thick, loose measurement.
- B. Seeding:
 - 1. The seed shall be mixed thoroughly and sown evenly at a rate specified by MDOT. The seed mixture may be sown dry or hydraulically unless directed otherwise in Part 4 of this Section.
 - 2. The seed mixture shall be applied when the soil is in a workable condition and shall be raked into a depth of approximately 1/4 inch.
 - 3. Seed shall be sown only between the dates of May 1 and October 15, unless otherwise permitted by the Engineer.
- C. Mulching:
 - 1. Within 24 hours after an area has been seeded it shall be mulched in conformance with one of the following specified methods as designated in Part 4:
 - 2. Mulch:
 - a. Mulching with hay or straw shall be in conformance with mulching requirements of MDOT Sections 816.03E, F, and G except that in front of residences the mulching material shall be kept in place by an approved non-tracking adhesive or other approved method in lieu of the specified asphalt emulsion.
 - b. Matting shall be used on all slopes greater than 10:1. Matting used for mulching shall be placed in conformance with MDOT Section 816.03G.
- D. Seeded and sodded areas shall be watered and maintained as specified below until they are established.
 - 1. The seed bed shall be thoroughly watered, as soon as the seed is covered.
 - 2. Water shall be applied by a hydro-seeder or water tank under pressure with a nozzle producing a spray that will not dislodge the mulching material.
 - 3. Water applications shall be made at least once a week, provided significant rainfall has not occurred within the weekly period.
 - 4. The rate of application shall be 240 gallons per 1,000 square feet
 - 5. The Contractor shall keep all sodded areas, including the subgrade, thoroughly moist for two weeks after sodding. After the two-week period, the Contractor shall water the sod as specified above.

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6. Mulch and matting areas shall be maintained until all Work on the Contract has been completed and accepted.
7. The seeded area shall be mowed once at an approximate height of 6 inch as directed by the Engineer to control excess growth, including weeds.
8. Maintenance shall consist of the repair of areas damaged by erosion, wind, fire, or other causes. The soil in these damaged seeded areas shall be restored to the condition and grade existing prior to application of mulch or matting, and restored areas shall be relimed, refertilized, and reseeded. Where necessary, the mulch or matting shall be completely replaced. Damaged sod shall be replaced with new sod.

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

**SECTION 08320
FLOOR DOORS**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes furnishing and installing floor doors in the locations shown on the Drawings.
- B. Floor doors shall be aluminum interior, exterior diamond plate or interior recessed to receive carpet, composition or resilient flooring specified under other Items.
- C. Door arrangement shall be single leaf as shown on the Drawings.
- D. Additional product requirements are specified in Section 01350.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Shop Drawings for Review:
 - a. The Contractor shall indicate all variances from the requirements of the Contract Documents.
 - b. Manufacturer's literature.
 - c. Door Schedule.
 - d. Dimensional Drawing.
 - 2. Information for the Record:
 - a. Operation and maintenance manuals.

1.03 GUARANTEE

- A. The manufacturer shall guarantee proper operation and against defects in material and workmanship for a period of five years from date of shipment. The provisions of this warranty shall not be construed as relieving or reducing the obligations of the Contractor outlined in General Conditions of these Specifications.

PART 2 PRODUCTS

2.01 RESERVED

2.02 RESERVED

2.03 EXTERIOR DOORS

- A. Doors shall have channel frames and shall be 1/4-inch aluminum with an anchor flange around the perimeter.
- B. Door leaf shall be 1/4-inch aluminum diamond pattern plate reinforced with aluminum stiffeners designed to withstand a live load of 300 pounds per square feet and as required to prevent distortion of the leaf when in any position. Doors shall be equipped with heavy forged brass hinges, stainless steel pins, spring operators for easy operation, and automatic hold-open arm with release handle. A snap lock with removable handle shall be provided.
- C. A 1-1/2-inch drainage coupling shall be provided in the door frame. Drainage shall be piped by the Contractor to outlet with 1-1/2-inch PVC pipe to drain.
- D. Hardware shall be stainless steel throughout.
- E. Factory finish shall be mill finish with bituminous coating applied by the manufacturer to the exterior of the frame and all aluminum in contact with concrete.
- F. Doors shall be as manufactured by Bilco or equal.

2.04 ACCESS DOOR FALL PROTECTION

- A. Each hatch shall be designed to combine covering of the opening, fall-through protection per OSHA standard 1910.23 and controlled confine space entry per OSHA standard 1910.146.
- B. The safety grate shall be made of 6061-T6 aluminum and designed per the "Specifications for Aluminum Structures", by the Aluminum Association, Inc. 5th Edition, December 1986 for "Bridge Type Structures."
- C. The grating shall be designed to withstand a live load of 300 pounds per square foot. Deflection shall not exceed 1/150th of the span.
- D. Grate openings shall allow for visual inspection, limited maintenance, and float adjustments while safety grate fall-through protection is left in place. The grating shall cover the full opening except for a maximum 6-inch width on each end of the opening.
- E. Design must assure that the fall-through protection is in place before the doors can be closed, thereby, protecting the next operator.
- F. Each grate shall be provided with a permanent hinging system, which will lock the grate in the 90-degree position once opened.

- G. Each grate supplied with a locking device (for Owner's padlock) that will prevent unauthorized entry to the confined space. The grating system will allow anyone to make visual inspection and float adjustments without entering the confined space.
- H. Grate shall be coated with an OSHA-type safety orange or yellow color, promoting visual awareness of the hazard. The aluminum safety grates shall receive a two-coat, powder coating system, applied by the electrostatic spray process. The base coat is a thermosetting epoxy powder coat finish with a minimum thickness of 2 to 4 mils. The top coat is a mar-resistant, TGIC polyester powder coating with a minimum thickness of 2 to 4 mils. Each coat shall be baked at 450 to 375 degrees F until cured.
- I. Welding shall be in accordance with ANSI/AWS D1.2-90 Structural Welding Code for Aluminum.

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor shall install the floor doors in the locations shown on the Drawings. Installation shall be in accordance with the manufacturer's recommendations.
- B. Doors shall be modified by the manufacturer as required when necessary to suit the installation shown on the Drawings.
- C. Doors shall be installed to open in the direction shown on the Drawings or as ordered by the Engineer.
- D. The bituminous coating on door frames shall be touched up by the Contractor if the coating has been damaged.

PART 4 SPECIAL PROVISIONS

4.01 DOOR SCHEDULE

- A. All access floor doors shown on the Drawings and scheduled below shall be provided:

Mark	Size	Type	Location
All	36" x 36"	Exterior	Each Well Site

- B. Schedules are not guaranteed to be complete. All floor doors shown on the Drawings or specified shall be furnished and installed by the Contractor whether or not listed in the above schedule.

END OF SECTION

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**SECTION 16005
ELECTRICAL**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes furnishing, planning, and coordinating all labor, equipment, materials, tools, plant supplies, testing, adjusting, and all temporary Work necessary to install all required electrical components and function for a complete electrical system(s) installation.
- B. The Contractor shall provide all exposed, concealed, and underground electrical raceways, including conduits, wiring troughs, and auxiliary gutters, expansion and deflection fitting boxes, and all other fittings, supports, and other electrical raceway components required to complete the installation as shown and specified.
- C. The Contractor shall provide related excavation, backfilling, concrete work, cutting and patching, and the restoration of all surfaces to their original condition.
- D. The Contractor shall furnish all labor, materials, equipment, and incidentals required and install a complete grounding system in strict accordance with Article 250 of the National Electrical Code and as herein specified and shown on the Drawings.
- E. This Section includes power wiring, power electrical conduit, power distribution panels, and circuit breakers, for HVAC equipment 115 volts and greater. Controls, control wiring, and control wiring conduit for HVAC equipment less than 115 volts is included in Section 15500.
- F. Additional product requirements are specified in Section 01350.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Shop Drawings for Review:
 - a. Where conduits are to be installed in a concrete slab, a conduit layout shall be submitted at least 14 days prior to the pour. All conduit layouts shall show conduits with anticipated number, size, and types of power, control or instrumentation, conductors/cables, spares, and grounds for each and every Section of Division 16 requiring separate conduits.
 - b. The Contractor shall submit detailed dimensional drawings covering all wiring systems and items of equipment. Drawings of co-jointly installed or operated equipment shall be submitted simultaneously for approval with Shop Drawings showing the assembly thereof. Drawings of equipment shall have the locations and service clearly noted. Shop

Drawings, wiring and interconnection diagrams, where applicable, and manufacturer's test reports shall be submitted.

- c. Shop Drawings submitted for approval shall include complete wiring diagrams, showing control center wiring, including wiring between compartments, wiring to remotely located control stations, solenoids, limit switches, etc. Diagrams shall be supplemented by ladder-type schematic diagrams in accordance with NFPA 79, Annex D standards. Where ladder-type schematic information is not available from the manufacturer, the Contractor shall submit written evidence of same from the manufacturer.
2. Information for the Record:
 - a. Upon completion of the installation and acceptance by the Engineer, Record Documents of all electrical (schematic) diagrams, interconnection diagrams, panel layouts, instrument loop diagrams, and related support materials shall be corrected and amended, as required to reflect the installed system. This information shall be submitted in both of the following formats:
 - 1) Mylar plots of Drawings and photocopy of all other diagrams and literature.
 - 2) A computer file on CD of documents including but not limited to drawings in the latest version of AutoCAD format. Literature and other information shall be provided in either Microsoft Word or PDF format.
 - b. Certificate of final inspection and approval from the inspection authorities and the Fire Marshall.
 - c. Records of tests as required or as directed.
 3. Operation and maintenance manuals, with information for the specific model number(s) used underlined, or conspicuously marked, to segregate that information from other model(s) where the manual includes information for more than one model.

1.03 QUALITY ASSURANCE

- A. All Work shall be performed in accordance with the best modern practice and shall conform, as a minimum to the standards of the local authorities, the National Electrical Code, National Electric Safety Code, OSHA, and any other codes and standards specified or applicable. Where provisions of the cited codes or standards are modified or supplemented, the more stringent shall apply. The provisions or interpretation providing the highest standard work or quality of material shall prevail.
- B. The Contract Drawings are diagrammatic, but shall be followed as closely as conditions at the Site of the Work will permit. They shall be supplemented by the Contractor with complete working drawings, including wiring diagrams, connection diagrams, conduit

and equipment layouts to scale, and details of the installation, including conduit and ductbank penetrations through structural slabs and walls and other required information.

- C. Wiring diagrams shown on the Contract Documents are suggestive only. Final control connections will depend upon the equipment selected. The Contractor may submit alternative diagrams for approval by the Engineer.
- D. Electrical materials and equipment shall be designed and manufactured in compliance with the latest applicable Standards of the UL; IEEE; NEMA; ANSI; ASTM; the Insulated Cable Engineers Association; and other applicable standards. Materials commonly bearing UL labels shall be so labeled.

1.04 ELECTRICAL AND CONTROL COORDINATION

- A. The locations of equipment, appliances, outlets, fixtures, and similar devices shown or specified shall be considered approximate. The exact locations shall be approved by the Engineer during construction, and as required to suit the ambient conditions at the time of installation. The Contractor shall obtain, in the field, all information of the actual Work and final locations under other sections required for the placing of his work, and shall consult the Engineer and ascertain the actual location required. The Contractor shall also consult with other trades and sections and examine their drawings so as to avoid conflicts with other Work and apparatus.

1.05 GUARANTEE

- A. Provide completed warranty information for each item. Include the following information:
 - 1. Date of beginning warranty period.
 - 2. Duration of warranty.
 - 3. Warranty options.
 - 4. Name, address, phone numbers, and procedures for filing warranty claims.

PART 2 PRODUCTS

2.01 GENERAL

- A. All equipment and materials shall be new and, if of the same kind or performing parts of the same system, shall be the products of the same manufacturer.
- B. All equipment and material shall be furnished by a manufacturer whose products have been in satisfactory use in similar service for not less than 5 years.
- C. Wherever materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type, or catalog number, such designation is to establish standards of desired quality, style, and dimensions and shall be the basis of the Bid.

- D. All control, instrument, monitoring, signal, or other such conductor installations, whether spare requirements are specifically mentioned or not, shall, as a minimum, include an additional unused 20% spare conductors over and above the number of conductors actually used or specified for this Contract, whichever is greater.
- E. Control wires and shielded cable wires regardless of the location on this project shall have identification wire markers on each end of each wire and the wire numbers shall be identified on the submittal drawings. Complete electrical wiring diagrams identifying all HVAC, machinery, and equipment wiring as well as all component wiring shall be submitted before the project is accepted.
- F. Electrical enclosure requirements shall conform with area classifications whether designated on the Drawings or not.
 - 1. Unless shown otherwise on the Drawings, or specified, enclosures shall conform to the following: Enclosures, pushbutton stations, and components for enclosures located outdoors shall be NEMA 4X, and light switches and duplex outlets shall be weatherproof.
 - 2. Areas with process equipment shall have minimum NEMA 4X enclosures and the installation shall conform to NEC Electrical Standards.
 - 3. Office areas shall be NEMA 12 areas, but all HVAC wiring shall as a minimum conform to process area requirements described above.

2.02 RESERVED

2.03 CONDUIT

- A. Conduit shall be galvanized rigid steel, manufactured in accordance with UL 1242, and meeting the requirements of FS WWC-581, unless specified otherwise in the Project Specifications, or indicated on the Contract Drawings.
- B. Conduit shall be hot-dip galvanized, including threads and couplings. Each length of conduit shall bear the UL label and the manufacturer's name and trademark.
- C. No conduit smaller than 3/4-inch shall be incorporated in the Work, unless otherwise designated in the Project Specifications. Conduit installed underground or in poured concrete shall be 1-inch minimum size.
- D. Thin wall (EMT) steel conduit, where explicitly permitted, shall be of standard and uniform circular cross section and weight, and shall be hot-dipped galvanized. Each length of conduit shall bear the Underwriter's Laboratory label and manufacturer's name or trademark. Couplings and fittings shall all be in compliance with the NEC.
- E. Plastic conduit (PVC) shall be heavy wall, Schedule 40 or Schedule 80, depending on installation, manufactured in compliance with NEMA TC-2 specifications and UL-651 Standards.
- F. Underground plastic duct (PVC) shall be for concrete encasement or direct burial as specified and indicated. It shall conform to NEMA TC-6 and ASTM F512 Standards for

underground installation. Concrete encasement shall be as recommended by the manufacturer. Plastic spacers, end bells, and fittings shall be furnished and installed, as required.

- G. All flexible metallic conduit shall be liquidtight unless otherwise indicated on the Contract Drawings or in the Project Specifications. Fittings shall be liquidtight and as recommended by the conduit manufacturer. Conduit shall be "Sealtite", or equal.
- H. PVC Coated Conduit (where specified): A plastic coating shall completely encapsulate metallic conduit to provide total protection against corrosion. The zinc surfaces of the conduit shall remain intact on both the inside and outside of the conduit throughout the preparation and application processing.
 - 1. The conduit shall be "Hot Dipped" galvanized inside and outside including the threads. "Hot galvanizing" is not acceptable.
 - 2. The threads shall be coated with urethane over the "Hot Dipped" galvanized threads.
 - 3. A minimum thickness of 40 mils PVC exterior coating shall be permanently fused to a hot dipped galvanized rigid steel conduit.
 - 4. A urethane or polyurethane interior coating shall be applied at a nominal 2 mil thickness to the interior of the conduit and over the hot dipped galvanized threads.
 - 5. The PVC coating on all Form 8 fittings shall form a gasket-like flange of at least 5/16-inch wide and 0.040-inch thick covering the top of the fitting around the opening. All fittings should have a minimum of 40 mils PVC coating even around the edge of covers. Also, all fittings to have urethane coating inside and outside prior to PVC coating.
 - 6. GUA type boxes shall be supplied with WOD type covers (Feraloy iron instead of aluminum) to prevent corrosive reaction between dissimilar metals. Conduit fittings (couplings, elbows, etc.) shall be of the same material.
 - 7. PVC coated conduit shall be UL listed and conform to the same standards as a metallic conduit. PVC coated conduit shall be "OCAL BLUE" as manufactured by OCAL, Inc., "Permacote", "Korcap" or "Plasti-Bond" as manufactured by Robroy Industries, or equal.
 - 8. Conduit shall be supported by corrosion resistant straps and clamps.
 - 9. Contractor shall follow manufacturer's recommendations regarding the handling, bending, coupling, tools, and installation of the conduit specified herein.

2.04 CONDUIT FITTINGS

- A. Conduit fittings shall be standard threaded type of cast ferrous alloy, to suit the location and purpose. Fittings shall be Crouse-Hinds, Appleton Electric, or equal.

- B. Fittings for use with plastic conduit/duct, or PVC coated conduit, shall be compatible with the type of plastic conduit/duct, or PVC coated conduit used, and shall be of the same manufacturer.
- C. Fittings shall be vapor proof, weatherproof, or explosion proof where required.
- D. Unless specified otherwise, all exposed fittings, junction boxes, outlet boxes, terminal boxes, etc., shall be cast threaded hub type as specified. Also, all shall be hot-dip galvanized or cadmium plated.
- E. Conduit expansion/deflection fittings shall be complete with bonding jumpers and shall be watertight.
- F. Conduit insulating bushings with ground lug shall be the armored type.
- G. Fire stops shall have a 3-hour fire resistance rating and shall be made by the 3M Company or equal.

2.05 BOXES

- A. Pullbox size and gauge, unless otherwise indicated or specified, shall comply with Article 314 of the NEC, and be complete with covers. Pullboxes having any dimension greater than 8-inches shall be fabricated of not less than No. 12 gauge sheet steel, complete with cover and silicon-bronze screws, or equal. Boxes shall be constructed with all seams continuously welded, not spot welded. After fabrication, boxes shall be hot-dipped galvanized. Where additional pullboxes are required by code or to facilitate installation, they shall be furnished and installed at locations approved by the Engineer, at no additional cost to the Owner.

2.06 WIRE AND CABLE

- A. All wires and cables shall be delivered in full coils or reels and shall be properly tagged and well protected against damage by layers of paper and burlap wound around coils. UL "Approved Tags" giving grade of insulation, sizes and length of wire in each coil or reel, and the manufacturer's name must be securely attached.
- B. Unless specified otherwise, all conductors shall be soft drawn annealed copper wire of 98% conductivity, with THHN/THWN insulation for 600-volt service. All service, feeder, and motor circuit conductors larger than No. 4 AWG shall have 90 degrees C Type XHHW-2, crosslinked polyethylene insulation.
- C. All fixture wire, including circuit extensions in fluorescent fixture channels, shall comply with NEC requirements.
- D. All power wires shall be No. 12 AWG or larger. Control wires shall be No. 14 AWG or larger, unless specified otherwise. Signal wires shall be No. 16 AWG or larger, unless specified otherwise. All conductors shall be stranded copper.
- E. Cable terminators shall be as required for the type of cable involved, O-Z/Gedney Electrical Manufacturing Co., Thomas and Betts Co., or equal, unless specified otherwise.

2.07 GROUNDING MATERIALS

- A. Grounding materials shall be corrosion-resistant and chemically compatible with the materials with which they come in contact.
- B. Connections in readily accessible locations shall be compression or bolted connectors of Burndy Engineering Company or equal.
- C. Connections in locations not readily accessible after installation including splices and connections of grounding cable shall be made by exothermic welding by Cadweld or equal.

2.08 SPLICING MATERIALS

- A. Dry Locations
 - 1. No. 6 AWG and smaller wires
 - a. Insulated spring connectors (wire nuts)
 - b. Indentor butt connectors.
 - 2. No. 4 AWG and larger wires
 - a. Splices to uncut main runs shall be made with "Crimpits", or equal for No. 4 AWG thru No. 4/0 AWG.
 - b. Splices to uncut main runs shall be made with "Hytaps", or equal for wires larger than No. 4/0 AWG.
- B. Wet and Damp Locations
 - 1. Indentor or compression connectors equal to "Sta-kon", "Thomas and Betts", or equal.
 - a. Splices to uncut main runs shall be made with "Crimpits", or equal for No. 14 AWG thru No. 4/0 AWG.
 - b. Splices to uncut main runs shall be made with "Hytaps", or equal for wires larger than No. 4/0 AWG.

2.09 CONCRETE

- A. Concrete slabs for electrical equipment mounted on outdoor slabs shall be provided as shown. Unless otherwise indicated, slabs shall be 6 inches thick, project 2 inches above the highest-grade point, have No. 5 reinforcing bars 12 inches on center each way top and bottom, and set on 6 inches of No. 67 selected stone fill on top of compacted soil.

2.10 RESERVED

2.11 IDENTIFICATION

- A. Nameplates and Legends:

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1. All new equipment shall be identified by means of a laminated phenolic nameplate.
 2. Nameplate shall have white background with black engraved lettering or black background with engraved white lettering identifying function or equipment designation.
 3. Main nameplate on MCC switchgear, control panel, etc. shall be 2 inches high by 6 inches wide with 1-inch high letters. Individual nameplates shall be 1-inch high by 3 inches wide with 1/4-inch high letters.
 4. Legends shall be completely worded without abbreviations except as approved by the Engineer.
 5. Nameplates shall be fastened by means of 3/16-inch diameter roundhead, stainless steel, self-tapping screws. All UL 508 4X enclosure nameplates shall be secured with silicon adhesive.
 6. Blank nameplates shall be included on all unused components. Modified equipment shall be identified in the same manner as was the original equipment. Equipment whose designation has been changed shall be relabeled accordingly.
 7. All nameplates on electrical panels which are fed from a remote source shall include, in addition to their function, where the power originates from (e.g. Scum Pump Panel - fed from MCC-1, MCC-1 fed from Main SWG).
- B. All wires and cables, except at lighting and 120 volts convenience outlets, shall be identified by means of tags describing circuit. Tags shall be on all connections, splices, and terminations, and shall also be applied where entering common wireway and at a minimum of 30 foot centers within the wireway. Wire tags shall be equal to Thomas & Betts Model WPR-125A white, self-adhesive wrap type labels. Tags shall be vinyl or polyester, resistant to heat, water, cold, dirt, and grease. The tag type-on area shall be sufficient size to contain five numerals on each line. Wire numbers shall be typed on with Thomas & Betts E-Z Coder Printer, WD-26P, or equal.
- C. Pull, terminal, and junction boxes shall be identified by stenciling the names of the feeders and system wires and cables passing through them.
- D. MCCs and power panels of NEMA 3R double-door construction shall have stenciled panel designation at the top and branch designations appropriately spaced in the outer doors. NEMA 4X lighting and power panels shall have designations appropriately placed on them.
- E. Direct current conductors shall be identified by the following methods:
1. Provide self-sticking markers on each direct current conductor.
 2. Marker colors shall be black letters on "alert orange" background.
 3. Each marker shall designate circuit conductor polarity and voltage (e.g. +28 VDC).

PART 3 EXECUTION

3.01 COORDINATION

- A. Coordinate electrical systems, equipment, and materials installations with other building components and building trades.
- B. If the current requirement of any motor or piece of equipment is increased to such an extent that the wiring, conduit, or starter for that motor or equipment must be increased from that shown on the Electrical Drawings, the Contractor shall furnish and install the larger items at no additional cost to the Owner.
- C. Certain equipment furnished under the equipment Sections shall be connected to the plant control system as shown on the P&ID drawings. Mechanical and electrical components for these connections shall be furnished, under the equipment sections, as required to provide control functions compatible with the plant control system. These connections and any remote-control connections shall be furnished and wired to clearly labeled terminal strips within the equipment control panel.
- D. If the electrical control requirements change from that specified or shown on the Electrical or P&ID drawings due to the requirements of the actual equipment furnished, the Contractor shall perform all necessary modifications under the equipment section and no additional compensation will be allowed. The final installation shall meet the operational intent of that specified and shown on the Drawings.

3.02 INSTALLATION

- A. Contractor shall furnish and install all wires, cables, conduits, conduit fittings, and other accessories. Contractor shall drill all holes required for the installation. Parts shall be insulated effectively from the ductwork and building structure, and objectionable noise or vibration. The electrical materials, equipment, and apparatus shall be installed in such a manner that parts requiring inspection, adjustment, and maintenance shall be readily accessible.
- B. Wiring shall be contained in metal, PVC, or fiberglass raceway, and at the completion of the job all boxes shall have closed covers and where brought into panels all shall be identified and bundled in a neat fashion.

3.03 OPENINGS AND SLEEVES

- A. All electrical conduit penetrations through an exterior surface above grade level shall be sealed and made water tight. For metal panels, use a sealant around the conduit penetration on both sides of the wall.
- B. All electrical conduit penetrations through the fire resistance rated walls or floors shall be fire stopped as required by the NEC using the approved method as recommended by the manufacturer.

3.04 CONCRETE

- A. Contractor shall furnish and install all concrete and reinforcing steel necessary to complete the electrical work, including foundations and all materials for concrete and reinforcing steel work wherever required. All concrete shall conform to the requirements specified in Section 03300.

3.05 MOUNTING AND ATTACHMENT

- A. Equipment Mounting Pads - All indoor freestanding electrical equipment including motor control centers, switchgear, switchboards, and panels, excepting units with leg supports or rollout equipment, shall have concrete equipment mounting pads provided. Equipment mounting pads shall be 4-inches high with 1-1/2-inch chamfer on all exposed edges.
- B. Cut ends of galvanized manufactured channels shall be painted with brush-on, 85% zinc-enriched paint.

3.06 CONDUIT AND FITTINGS

- A. Minimum size of conduit shall be 3/4-inch, except that concealed homeruns, underground, and embedded conduits shall be not less than 1-inch. Conduit shall be located for protection from mechanical damage. All conduit shall be sized in accordance with NEC.
- B. Conduit in concrete slabs and underground shall be PVC conduit unless otherwise noted. Exposed conduit shall be galvanized rigid steel unless otherwise specifically called for. Conduit stub-ups between underground or slab construction and exposed or concealed wall construction shall be bends of rigid galvanized steel conduit, made in accordance with Section 344-10 of the NEC, and shall have an ample coating of asphaltic paint prior to the placement of concrete. Nonmetallic runs shall change to encased galvanized conduit approximately six diameters before becoming exposed.
- C. Exposed rigid metallic conduit shall be installed parallel with or at right angles to the lines of the structure, except as otherwise shown, and supported in an approved manner. Conduit fastened directly to structures shall be held with one-hole, malleable iron clamps and clamp backs, or otherwise suitably spaced from concrete or masonry surfaces. Concealed rigid metallic conduit shall be installed in as direct a line as possible, and shall be rigidly supported by approved methods and materials.
- D. PVC conduit shall be installed in true alignment and sloped 1/16-inches per foot minimum for drainage wherever possible. PVC conduits which terminate in the concrete walls of manholes, handholes, or other concrete walls shall be provided with manufactured end bells. The installation of non-metallic conduit shall conform to the requirements for metallic conduit.
- E. Flexible connections to all equipment subject to movement or vibration shall be made by means of liquid tight flexible conduit equal in length to approximately ten times the diameter of the conduit but not exceeding 3 feet in length.

- F. Bushing caps shall remain in place until immediately before the conductors are installed.
- G. In areas designated as hazardous, all fittings, material, and equipment shall be of the type approved for such installation. Seal-off fittings shall be used as required by the NEC and local codes, and the complete installation shall be in accordance with the requirements of such codes. All components and Work shall conform to Class I, Division 1, Group D requirements.
- H. All conduits to pumps or other equipment shall, unless otherwise shown on the Drawings, be routed through or below concrete floor slabs. Runs on floor slabs are not permitted unless specifically shown as such on the Contract Drawings. Conduit shall be concealed in all locations where walls are faced with glazed tile, or ceilings are suspended. In other areas, except in slabs, conduit shall be run exposed and as approved by the Engineer. Wherever conduit is concealed in masonry of any type, it shall be the responsibility of the Contractor to maintain a clear passageway throughout the entire conduit system, and to clean the conduit system before installing the conductors.
- I. Where conduit bushings are constructed wholly of insulating material, a locknut shall be installed both inside and outside the enclosure to which the conduit is attached. Ungrounded conductors No. 4 AWG or larger shall be protected with insulated throat bushings where entering or leaving enclosure in conduit systems.
- J. Pulling distances shall be limited to 125 feet, and suitable pull boxes, etc., shall be provided whether shown on the Drawings or not. All "tee" type and in-line conduit pulling fittings shall be with the tee-hub plugged, or pull boxes per Specifications. Conduit bends between pull points shall be a maximum of 3. Bends in conduit bearing cables for voltages greater than 600 VAC shall have a minimum radius of 36-inch.

3.07 UNDERGROUND CONDUIT

- A. Underground conduit shall be concrete-encased where shown. The top of underground conduit shall be not less than 30-inches below grade unless otherwise specified. Concrete encasement shall provide a minimum cover of 6-inches on top and bottom and 6-inches on the sides. Horizontal curves where necessary, shall be drawn on radii of not less than six diameters of the largest conduit in the duct bank.
- B. PVC conduit and fitting for use in underground duct banks shall be Schedule 40. Where direct-buried, it shall be Schedule 80.
- C. Under pavement crossings shall have a 6-inches minimum concrete cover all around, be reinforced as detailed, and extend 5-feet either side of the pavement.

3.08 BOXES

- A. Outlet, fixture, and device boxes in unfinished areas shall be surface mounted unless otherwise specified. Outlet, fixture, and device boxes shall conform to the requirements specified in the paragraphs herein.

- B. Concealed - Concealed galvanized steel outlet and switch boxes and plaster rings for electric lights, wall switches, and receptacles, shall be installed where required. In every instance, boxes shall be of such form and dimension as to be adapted to the number, size, and arrangement of conduits connected thereto. Outlet boxes shall be firmly anchored in place and shall be provided with approved 3/8-inch fixture studs where required. Junction boxes shall be provided with blank covers to match other covers in the same area.
- C. Sizes - Ceiling outlet boxes shall be 4-inches octagonal or 4-11/16-inches square when required, and not less than 1-1/2-inches deep. Switch and receptacle outlet boxes shall be 4-inch, with provisions for standard switch covers.
- D. Exterior and Exposed - Outlets in exterior locations and in exposed conduit shall be "FS" or "FD", and PVC where used with PVC conduit.
- E. Concrete and Masonry - Outlet boxes installed in unfinished concrete walls or columns shall be provided with 1-inch deep plaster ring. Box and ring shall be set in position before concrete is poured. Cover plate may be installed flush with unfinished surface. In case of brick walls, the same procedure shall be followed, and mason shall fill in around the plaster ring with mortar. Boxes shall be flush where outlets, switches, are so indicated on the Drawings. Protection from entrance of foreign materials shall be provided during construction.
- F. Splices made with wire nuts, crimp connectors, terminal blocks, split-bolts, or similar connectors shall be in boxes which are readily accessible. Terminal boxes shall be located a maximum of 8-feet above the floor and shall have a vertical-facing orientation.

3.09 WIRE AND CABLE

- A. 120 and higher voltage wiring shall be in conduit. When installing wire or cable, extreme care shall be used to prevent any injury or damage to the materials. The Contractor shall observe the installation instructions and precautions issued by the manufacturer of the wire and cable. The Contractor shall avoid dragging cables across abrasive surfaces or obstructions in a manner which could damage the cable covering. Before pulling wires and cables, the Contractor shall file the record of conduit tests with the Engineer. No wires and cables shall be pulled until all operations which are likely to damage the conductors have been completed. Pulling compounds shall be submitted for approval prior to use, and shall be of such composition as not to damage the conductor covering. The Contractor shall provide adequate equipment for installation of cables which are satisfactory to the Engineer. Cables shall be pulled through conduits in such a manner as not to over stress, stretch, score, cut, twist, or damage the protective covering or insulation of the material. If mechanical means are employed for pulling the cables, a dynamometer shall be used.
- B. Damp or Wet Locations - The ends of low-voltage cables installed in damp or wet locations shall be carefully sealed, as specified for deadends, until permanently connected or spliced. The Contractor shall be responsible for maintaining a dry condition while the cables are being pulled.

- C. Support in Boxes and Enclosures - Wiring shall be done in a workmanlike manner and shall be furnished to give a neat and orderly appearance. Cables in boxes and equipment enclosures shall be neatly arranged, supported, and laced with approved materials. Cables shall be supported on cable racks in concrete pullboxes and manholes.
- D. Pull Wires - Conduits left empty under this Contract shall be equipped with a polypropylene pull rope. Where conduits have less than 25% fill of required conductors/spares, they shall also have a suitable polypropylene line pulled-inch. The pulling line shall be cut and tied off to an anchored steel eyebolt at each box, cabinet, or other destination. Pulling lines may be omitted on lighting conduits less than 60 feet in length.
- E. 120 volt "home runs" in excess of 100 feet shall be No. 10 AWG minimum. Branch circuits supplying 1500 watts or more at 115 volts shall be No. 10 AWG minimum.
- F. Conductors in vertical runs shall be adequately supported with approved conductor supports, as outlined in the NEC.
- G. Conductor Combination and Separation - The combining of conductors of various systems within one conduit system shall not be permitted. Conduit layouts shall provide for the cable separation requirements between various systems and between various signals within given systems throughout this Division as required by this Section. Each of the following shall be maintained in a separate conduit system apart from the others:
 - 1. Lighting and 120-volt utility.
 - 2. Power Distribution - Conductors for voltages over 600 VAC shall be in conduit separate from conduit containing power conductors for 600 VAC or less.
 - 3. Motor Branch Circuit. Exception: Where conductors are less than No. 4 AWG, they may be combined with 7 below.
 - 4. Communication Systems.
 - 5. Shielded Pair Instrumentation and Control.
 - 6. 120-volt motor and equipment controls.
- H. Separation distance requirements between each of the Items 1 through 8 above shall be as shown on the Drawings, or as otherwise required by the specifications. Shielded cables shall be placed in rigid galvanized conduit, and shall be spaced 12 inches minimum away from power and control conduits. Shielded cable conduits require no spacing between each other when being installed.

3.10 SPLICES AND TERMINATIONS: 600 VOLT AND BELOW

- A. Splices and terminations in wires and cables rated 600 volts or less shall be made as described below. Indentor and compression type connectors shall be applied to conductors by means of a tool providing controlled indentation or compression. Splices and connections shall have a conductivity and insulation resistance at least equal to that of the cable and shall be in strict accordance with the conductor manufacturer's recommendations.

1. Wherever conductors are terminated they shall be bundled and identified in a manner matching approved Contractor submitted drawings. Conductors shall be terminated wherever shown or implied on the Contract Drawings.
- B. Splices - Wire and cable lengths shall be continuous and without splices between the points of connection, except as otherwise specified, indicated on the Drawings, or approved by the Engineer.
- C. The Owner reserves the right to inspect any and all joints made in 600 volt wiring before they are taped, or if they are taped without being inspected, to order the tape removed from any joint(s), and the Contractor shall correct any defect found. After inspection and correction of any fault found, the Contractor shall properly re-tape the joints.
 1. Dry Locations - No. 6 AWG and Smaller - Single-conductor, rubber or plastic-insulated conductors with nonmetallic coverings shall be spliced using the materials listed in Part 2 of this specification, followed by wrapping with two half-lapped layers of approved plastic tape extending a distance of not less than 1-inch from the connector.
 - a. Insulated spring connectors.
 - b. Indentor butt connectors.
 2. Dry Locations - Conductors No. 4 AWG and Larger - Conductors shall be spliced using the materials listed in Part 2 of this specification, except as otherwise specified, by wrapping with two half-lapped layers of approved plastic tape extending a distance from the connector of twice the outside diameter of the larger conductor or 1 inch, whichever is greater.
 3. The insulation of Conductors No. 2 AWG and larger shall be penciled to the diameter of the connector.
 4. Where necessary to provide a smooth taping surface, approved electrical insulating putty shall be used as a filler before applying the tape.
 5. Wet Locations or Locations Subject to Flooding or Hosing - Single-conductor, rubber or plastic-insulated conductors of all sizes with nonmetallic covering shall be spliced by the use of the connectors listed below, except as otherwise specified, by wrapping with four half-lapped layers of approved plastic tape, extending a distance from the connector of twice the outside diameter of the larger conductor, or 1 inch, whichever is greater. Splices in manholes shall only be permitted where specifically shown on Drawings. In manholes, splices No. 4 AWG and smaller shall be in submersible NEMA terminal boxes within easy reach of ground level.

3.11 GROUNDING

- A. General:
 1. System neutrals; secondaries of control power, instrument, metering and relaying transformers; noncurrent-carrying metallic equipment enclosures;

exposed metal structures; and supports shall be effectively grounded to ground grids and busses provided under this Contract.

2. Noncurrent-carrying metallic parts, electrical equipment and systems including, but not limited to, transformers, motors, lighting, equipment, raceways, control panels and consoles, panelboards, and cable shields, as well as metallic structures, shall be grounded.
 - a. Care shall be taken to ensure ground continuity, in particular between the conduit system and equipment frames and enclosures. Where necessary, jumper wires, sized per NEC Table 250-95, shall be installed.
 - b. Liquid tight flexible metal conduit, UL approved for grounding, shall be permitted as equipment grounding means in the 1-1/4-inch and smaller trade sizes, if the total length in any ground return path is 6 feet or less, and the conduit is terminated in fittings approved for grounding.
 - 1) Flexible metal conduit, where permitted by NEC Article 348, is permitted as equipment grounding means if the above restrictions for the liquid tight flexible type are met, and if the circuits are limited to 20 amperes.
 - 2) Flexible metal and liquid tight metal conduit shall be bonded around externally on sizes 1-1/2-inch trade size and larger. Grounding liquid tight connectors or bronze grounding bushings shall be used for the installation of equipment grounding conductor around the flexible metal conduit.
 - c. Insulated grounding bushings shall be used on the grounding of conduits 480 volts and higher, with the appropriate size copper equipment grounding conductor.
- B. Conductors - Ground conductors shall be run with feeders in polyvinyl chloride conduits, whether shown or not, sized no less than required by NEC or larger if required by the Drawings.
- C. Connections:
 1. Exposed connections shall be made by means of approved grounding clamps. In readily accessible locations, compression or bolted connectors shall be used. Exposed connections between different metals shall be sealed with No-Oxide Paint Grade A, or equal. Buried connections shall be made by welding process.
 2. Where grounding conductors are carried external to flexible conduit, they shall originate in bronze grounding clamps and terminate in a terminal bolted to the main frame of the motor (not to sheet metal terminal boxes).

3.12 IDENTIFICATION

- A. The Contractor shall furnish and install equipment nameplates, typed panel rosters, wire and cable tags, stenciling, and other identification with text, lettering type, etc., as specified or as directed.

3.13 FIELD TESTING

- A. General - Wherever testing is required, test shall be completed and accepted before the Contractor proceeds with subsequent Work. When adjustments are required following test procedure, test shall be repeated as many times as required to obtain test results acceptable to the Engineer or Permitting Authority. Written reports shall be required on tests.
- B. The Contractor shall be responsible for the procurement and installation of compatible components and equipment, and shall perform Work necessary for the proper operation and guarantee of the equipment. The Contractor shall provide all labor, instruments, and apparatus required, and shall make such tests as may be necessary to demonstrate that the Work and equipment, as installed, complies with the Contract Documents.
- C. Field testing shall be performed by the Contractor, as outlined herein, and as required to demonstrate that the installation meets the requirements of the Contract Documents. When required, such tests shall be performed in the Engineer's presence. Before conducting field tests, the Contractor shall submit to the Engineer, a written outline of the methods and equipment used. The Engineer reserves the right to require the Contractor's instruments be checked by an independent instrument tester. Test equipment shall be provided by the Contractor. Records shall be kept of each test, and copies shall be submitted to the Engineer.
- D. Conduit - Cleaning and Clearance - After conduit and accessories have been installed, and all concreting operations completed, conduit runs shall be satisfactorily cleared of obstructions and foreign matter. Any defects which might damage cable upon installation shall be corrected.
 - 1. Conduits shall be tested, in the presence of the Engineer, by pulling through each conduit a flexible cylindrical mandrel having an outside diameter 1/4-inch less than the inside diameter of the conduit, followed by a stiff wire brush of the same diameter as the conduit. Where conduits installed under this Contract are connected to conduits installed by others, the entire runs between boxes, manholes, or other termination points shall be tested.
 - 2. Record of Conduit Tests - The Contractor shall keep a record, by number, of conduits tested clear, and shall submit such record to the Engineer.
 - 3. Any defects or stoppages in conduit runs installed by the Contractor shall be corrected at the Contractor's expense. Any defects or stoppages in conduit runs installed by others shall be reported to the Engineer, who shall determine the corrective measure to be taken.
- E. Made Grounds - The Contractor shall test the ground resistance of the systems. Test equipment shall be provided under this Section and be approved by the Engineer. Dry season resistance of each system shall not exceed 5 ohms. If such resistance cannot be obtained with the system as shown, provide additional grounding as directed by the Engineer. Made grounds shall be tested by the Contractor, in the presence of the Engineer, for continuity and resistance; readings shall be recorded and submitted to the

Engineer. Ground resistance of more than 5 ohms shall be reduced to 5 ohms or less by the use of additional ground rods or ground connections.

F. Low Voltage Systems:

1. Tests Before Equipment Connection - Upon the completion of each electrical system rated 600 volts or less, but before wiring connections are made to equipment, the Contractor shall test each circuit and each piece of equipment for:
 - a. Continuity.
 - b. Grounds.
 - c. Insulation resistance, phase-to-phase and phase-to-ground, of 480 volt conductors and equipment with a 500-volt megohmmeter. (See 3.13.F.2, below.)
2. Correction - If discontinuities or grounds are discovered in low voltage systems, they shall be corrected before the insulation resistance is measured. If any insulation resistance readings are lower than required, the Contractor shall repair or replace the equipment or wiring involved.
3. The Contractor shall perform insulation resistance testing of 480-volt power feeder circuits with a 500-volt megger, and prepare a written test report of the results. Equipment which may be damaged during this test, such as solid-state motor starters, variable-speed drives, etc., shall be disconnected. Tests shall be performed with all other equipment connected to the circuit. Resistance values from line to ground of less than 3 megohms are not acceptable.
4. After control cable installation and conductor termination for instrumentation and control, the Contractor shall perform tests witnessed by the Engineer to ensure that control cable shields are isolated from ground except at the grounding point. The Contractor shall remove all improper grounds at no additional cost to the Owner.
5. Following the satisfactory completion of the circuit and equipment insulation resistance tests and the connection of wiring to equipment, but before it is energized, the tests specified above shall again be carried out. The same care shall be taken to protect equipment as in 3.13. F. 3. above.
6. Motors shall be checked for proper rotation along with controls for proper function and corrected by contractor.

- G. Acceptance Tests - Upon completion, and before the final estimate is submitted for payment, the entire installation shall be tested in the presence of the Engineer to see that the conditions of the specifications have been met. The entire system shall test free from shorts and unintentional grounds, and each part shall function properly, as intended. The entire system shall show an insulation resistance between conductors, and between conductors and ground not less than 3 megohm.

- H. The Contractor shall measure and tabulate the line voltage of each phase at the load terminals of the main switch or circuit breaker in the building.

PART 4 SPECIAL PROVISIONS

4.01 SUPPORT MATERIAL SCHEDULE

- A. All supports shall be 304 stainless steel.

4.02 SPARE PARTS

- A. Spare fuses shall be provided and delivered to the Owner as follows:
 - 1. Secondary (600 VAC or less) fuses shall be provided in the amount of 10% of each size and type installed, but in no case shall less than three spares of a specified size and type be supplied. Special control fuses, capacitor fuses, and electronic fuses shall be furnished exactly as provided by the equipment manufacturer with no substitutions permitted.
- B. Primary (over 600 VAC) fuses shall be provided with one set of spare fuses for each set of primary fuse holders.

END OF SECTION

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**SECTION 16030
ELECTRICAL IDENTIFICATION**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes the provision of identification of electrical equipment and materials in accordance with the Drawings and as specified herein.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Shop Drawings for Review:
 - a. Product data for each type of identification product specified.
 - b. Manufacturer's name(s) and catalog numbers.
 - c. Nameplate schedule.

1.03 QUALITY ASSURANCE

- A. Applicable Standards:
 - 1. Comply with requirements of ANSI Standard, "Scheme for the Identification of Piping Systems" and "Wiring and Equipment Identification" with regard to type and size of lettering for raceway and cable labels.

PART 2 PRODUCTS

2.01 NAMEPLATES AND LEGENDS

- A. New equipment shall be identified by means of a laminated phenolic nameplate. Modified equipment shall be identified in the same manner as was the original equipment. Equipment whose designation has been changed shall be relabeled as specified or directed.
- B. Nameplates shall have white background with black engraved lettering identifying function or equipment designation.
- C. Main nameplate on disconnect switch shall be 2-inches high by 6-inches wide with 1-inch high letters. Individual nameplates shall be 1-inch high by 3-inches wide with 1/4-inch high letters.
- D. Legends shall be completely worded without abbreviations except as approved by the Engineer.
- E. Blank nameplates shall be included on all unused components.

2.02 CONDUCTOR IDENTIFICATION

- A. Wires and cables, except at lighting and 120 volts convenience outlets, shall be identified by means of tags describing circuit.
- B. Tags shall be on all connections, splices, and terminations, and shall also be applied where entering and leaving common wireways.
- C. Wire tags shall be equal to Thomas & Betts white, self-adhesive wrap or Panduit heat shrink type labels. Tags shall be vinyl, polyester or Polyolefin, resistant to excessive heat, water, cold, dirt, and grease.
- D. The tag type-on-area shall be sufficiently sized to contain five numerals on each line. Wire numbers shall be typed on with Thomas & Betts E-Z Coder Printer, Panduit Dura-Mark Printer or equal.
- E. Insulated conductors No. 8 AWG and larger shall be color coded at each end with a 2-inch wrap of suitable color tape as follows, if integral color is not utilized:

System	Phase Conductors A, B, and C	Neutral Conductors
120 volts, single-phase, 2-wire	Black	White
120/240 volts, single-phase, 3-wire	Black and Red	White
208 volts, 3-phase, 3-wire	Black, Red, Blue	--
208Y/120 volts, 3-phase, 4-wire	Black, Red, Blue	White
480 volts, 3-phase, 3-wire	Brown, Orange, Yellow	--
480Y/277 volts, 3-phase, 4-wire	Brown, Orange, Yellow	White
2400 volts, 3-phase, 3-wire	Black, Red, Blue**	--
2400 volts, 3-phase, 4-wire	Black, Red, blue **	White**
4160 volts, 3-phase, 3-wire	Black, Red, Blue**	--
4160 volts, 3-phase, 4-wire	Black, Red, Blue**	White**
4800 volts, 3-phase, 3-wire	Black, Red, Blue**	--
4800 volts, 3-phase, 4-wire	Black, Red, Blue**	White**
Grounding	Green	

** Apply tape near termination on cable.

Tape shall be Scotch #35 in color required above as manufactured by 3M or equal.

PART 3 EXECUTION

3.01 COORDINATION

- A. Submit nameplate schedule for review and approval by the Engineer prior to fabrication of nameplates.

3.02 INSTALLATION

- A. Contractor shall furnish and install nameplates, wire and cable tags, stenciling, and other identification with text, lettering type, etc., as specified in this Section.
- B. Nameplates shall be fastened by means of 3/16-inch diameter roundhead, stainless steel, self-tapping screws.

- C. Pull, terminal, and junction boxes shall be identified by stenciling the names of the feeders and system wires and cables passing through them.

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

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**SECTION 16050
ELECTRICAL TESTING**

PART 1 GENERAL

1.01 SCOPE

- A. Contractor shall furnish all labor, tools, equipment, and materials necessary to perform electrical testing in accordance with the Drawings and as specified herein.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and Section 16010 and shall include:
 - 1. Information for the Record:
 - a. Certified reports of field tests and observations.

1.03 QUALITY ASSURANCE

- A. Testing shall be performed or supervised by the Contractor. Contractor shall be responsible for test records.
- B. Contractor shall visually check equipment, wire, phase matching and rotation in preparation for testing.
- C. Manufacturer's recommended instructions for testing shall be used when applicable.
- D. Testing shall be in compliance with accepted engineering practices, NEC and IEEE Standards.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.01 COORDINATION

- A. Before conducting field tests, the Contractor shall submit to the Engineer a written outline of the methods of testing and equipment to be used.

3.02 FIELD TESTING

- A. Required testing shall be completed and written report submitted to the Engineer for acceptance before the Contractor proceeds with subsequent Work.
- B. Written reports shall be required on tests. Careful records shall be kept of each test and results shall be submitted to the Engineer.

- C. Final payment will not be released until all required written test reports are submitted and distributed for information.
- D. Contractor shall be responsible for the procurement and installation of compatible components and equipment, and shall perform all Work necessary for the proper operation and guarantee of the equipment.
- E. Contractor shall make such tests as may be necessary to demonstrate that the Work and equipment, as installed, comply with the Contract Documents. When required by the Engineer, such tests shall be performed in the Engineer's presence.
- F. Any system or equipment failing to meet the Contract requirements, or to function properly, shall be rectified at the Contractor's expense by readjusting or by removing and replacing the faulty Work or equipment, and the tests rerun until the requirements are met.
- G. Engineer reserves the right to require the Contractor's equipment be checked by an independent instrument tester.

3.03 CONDUIT TESTING

- A. After conduit and accessories have been installed and all concreting operations completed, all conduit runs shall be satisfactorily cleared of all obstructions and foreign matter. Any defects that might damage cable upon installation shall be corrected.
- B. Conduits shall be tested, in the presence of the Engineer if requested, by pulling through each conduit a flexible cylindrical mandrel having an outside diameter 1/4 inch less than the inside diameter of the conduit, followed by a stiff wire brush of the same diameter as the conduit. Where conduits installed under this Contract are connected to conduits installed by others, the entire runs between boxes, manholes, or other termination points shall be tested.
- C. Contractor shall keep a record, by number, of all conduits tested clear, and shall submit written copies of such record to the Engineer.
- D. Defects or stoppages in conduit runs installed by the Contractor shall be corrected. Defects or stoppages in conduit runs installed by others shall be reported to the Engineer, who shall determine the corrective measure to be taken.

3.04 GROUNDS

- A. Contractor shall test the ground resistance of the systems.
- B. Dry season resistance of each system shall not exceed 5 ohms. If such resistance cannot be obtained with the system as shown, provide additional grounding as directed by the Engineer.

3.05 LOW-VOLTAGE CIRCUIT BREAKERS

- A. Each low-voltage circuit breaker shall be manually opened and closed five times before being energized.

- B. Acceptance of each ground fault device will be only on an in-person trip and reset cycle demonstration for the Engineer or his representative - if the Engineer requests to be present. The Engineer shall be notified at least one week before scheduling this test.

3.06 LOW VOLTAGE SYSTEM (INSULATION RATED AT 600 VOLTS)

- A. Contractor shall perform insulation resistance testing of 480-volt power feeder circuits with a 500-volt megger.
- B. Written test reports of the results shall be submitted to the Engineer prior to final inspection. Equipment which may be damaged during this test shall be disconnected before the test and reconnected upon completion.
- C. Upon the completion of each electrical system rated 600 volts or less, but before wiring connections are made to equipment, the Contractor shall test each circuit and each piece of equipment for:
 - 1. Continuity.
 - 2. Grounds.
 - 3. Insulation resistance, phase-to-phase and phase-to-ground, of 480 volts conductors and equipment with a 500-volt megohmmeter.
- D. Discontinuities or grounds discovered in low voltage systems shall be corrected before the insulation resistance is measured.
- E. Insulation resistance readings, lower than required by good practices or Code, shall be promptly repaired or replaced. Retesting shall be completed until acceptable readings are acquired.
- F. Installed control cables and conductor terminations for instrumentation and controls shall be tested for properly grounded cable shields. Control cable shields shall be isolated from ground except at the grounding point. The Contractor shall remove all improper grounds at no additional cost to the Owner. This test shall be witnessed by the Engineer if requested.
- G. Following satisfactory completion of circuit and equipment insulation resistance tests, connection of the wiring to equipment, but before it is energized; the tests specified above shall again be carried out.
- H. Defective or improperly installed electrical equipment or wiring provided or installed and connected by the Contractor shall be repaired, replaced, or properly installed by the Contractor until it satisfactorily passes the field tests.
- I. Irregularities or faulty equipment shall be immediately reported to the Engineer.

CITY OF BATTLE CREEK PURCHASING
INVITATION FOR BID NO.

3.07 RESERVED

3.08 RESERVED

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

SECTION 16060

HANGERS AND SUPPORTS

PART 1 GENERAL

1.01 SCOPE

- A. Contractor shall furnish all labor, tools, equipment, and materials necessary to provide supporting devices in accordance with the Drawings and as specified herein.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include.
 - 1. Shop Drawings for Review:
 - a. Manufacturer's technical product sheets on each component to be furnished.
 - b. Submit a list of materials needed for construction, giving manufacturers' names and catalog numbers.
 - 2. Information for the Record:
 - a. Manufacturer's qualifications.
 - b. Certified copies of factory test procedures and results.
 - c. Manufacturer's recommended method of installation for the products to be furnished.

1.03 QUALITY ASSURANCE

- A. Applicable Standards:
 - 1. Manufacturer's Standardization Society (MSS):
 - a. Comply with applicable MSS standard requirements pertaining to fabrication and installation practices for pipe hangers and supports.
 - 2. National Electrical Code (NEC):
 - a. Comply with related sections of NEC requirements for equipment, conduit, and raceways.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Mounting brackets, bolts, nuts, and washers for items of electrical equipment shall be provided with either an approved zinc plating process, be galvanized, be nonferrous, or be of a non-corrosive metal.
- B. Carbon steel hangers, supports, fastenings, and other devices shall have an approved plating process. Manufactured channel sections shall be P-1000 Unistrut with hot dip galvanizing after fabrication, or equal.
- C. "Shot-in-place" anchors and fastenings shall not be used. Perforated metal strap or wire is not acceptable for hangers or supports.
- D. Unless shown or specified otherwise, fasteners and anchors shall be as follows:

Base Metal	Fastener Metal and Coating
Stainless Steel	Stainless Steel
Aluminum	Stainless Steel
Galvanized Steel	Galvanized or zinc plated carbon steel
Field painted or uncoated carbon steel	Unfinished or zinc plated carbon steel

- E. Where a connection involves dissimilar base metals, fastener shall be as required for most corrosion resistant base metal in connection, or dielectric material shall be installed.
- F. Non-metallic strut shall be made of pultruded fiberglass with an isophthalic polyester fire-retardant (FR-P) resin.
 - 1. The composite material shall have an ultraviolet light inhibiting chemical additive and meet ASTM E84 for flame spread. It shall have a complete Nexus Veil Coverage (outer surfacing fabric) to provide maximum chemical and UV protection.
 - 2. Non-metallic strut shall be as manufactured by Enduro Composite Systems, or equal.
- G. Hanger rod (all-thread) shall be 3/8-inch minimum diameter round steel rod.

PART 3 EXECUTION

3.01 COORDINATION

- A. Sequence and coordinate location of hangers and supports to facilitate equipment installation and future access for maintenance.

3.02 INSTALLATION

- A. Contractor shall provide all devices and materials such as expansion bolts, foundation bolts, screws, channels, angles, and other attaching means required to fasten lighting conduits and other electrical equipment and materials to be installed on, or in, concrete

bases or structures which are existing, or provided under other sections of the Contract. Foundation bolts shall be set by using manufacturer's templates.

- B. Surface mounted equipment shall be installed in such a manner as to permit free circulation of air on all sides. A minimum space of 1/4 inch shall be maintained between the back of equipment and the mounting surface.
- C. Wherever wall, columns, or like structural members are not available for mounting motor starters, push-button stations, and like equipment, hot dip galvanized structural steel sections shall be provided for such mounting, or as shown on the Drawings, shop prime coated, and epoxy finished per Section 09900.
- D. Where galvanized or cadmium plated surfaces or materials are cut, drilled, reamed, or damaged during the course of installation, the exposed metal shall be brush-on coated with 95%- zinc-enriched paint.
- E. Cut ends of non-metallic strut, such as manufactured by Enduro or equal, shall be brush-on coated with the manufacturer's recommended coating to prevent fibers from fraying.

PART 4 SPECIAL PROVISIONS

4.01 SUPPORT MATERIAL SCHEDULE

- A. All supports shall be 304 stainless steel.

END OF SECTION

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**SECTION 16120
CONDUCTORS AND CABLES (600 VOLTS AND LESS)**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes 600-volt, single or multi-conductor power or control cable.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
1. Shop Drawings for Review:
 - a. Manufacturer's technical product sheets on each component to be furnished.
 - b. A list of materials needed for construction giving manufacturer's names and catalog numbers.
 2. Information for the Record:
 - a. Manufacturer's recommended method of installation for the products to be furnished.

1.03 QUALITY ASSURANCE

- A. Comply with ICEA, UL, NFPA and NEMA publications for "Non-shielded Power Cables rated 2000 Volts or Less."

PART 2 PRODUCTS

2.01 MATERIALS

- A. Wires shall be identified by surface markings indicating manufacturer's name, conductor size, conductor material, voltage rating, UL Symbol, type designations, and optional ratings.
- B. Conductors shall be oil and gasoline resistant.
- C. Single conductors for 600-volt power, lighting, and receptacle circuits shall be Type THHN/THWN dual-rated or XHHW-2 and as follows:
1. Conductors shall be stranded, soft-drawn, or annealed copper.
 2. Single conductors for general use for power shall be a minimum size of No. 12 AWG stranded, unless otherwise noted on the Drawings.
 3. Minimum wire size for controls shall be No. 14 AWG unless noted otherwise.

4. Single conductors, for power distribution, smaller than No. 4 AWG for use in conduits and ducts shall be Type THHN/THWN dual-rated.
5. Single conductors, for power distribution where exposed to sunlight, shall be listed and marked as sunlight-resistant as manufactured by Okonite, "Okoguard-Okolon" Type RHH or RHW-2 or USE-2, VH-1, or equal.
- D. Underground feeder and branch circuit cable for direct burial in earth shall be Type UF, RHW-2, or USE-2 for use in wet or dry locations. Cable shall include a ground wire and be listed and approved for such application.
- E. RESERVED
- F. Flexible power cords shall be 3 or 4 conductor including ground, No. 12 AWG minimum wire size, rubber insulated, hard service cord, meeting UL requirements for flexible cord. Flexible power cords shall be rated for 600 VAC and have oil resistant thermoset insulation for use in wet locations (Type SOOW). Ampacity shall be in accordance with NEC Table 400.5(A) and any pertinent derating factors.
- G. Flexible control cords shall be 2, 3 or 4 conductor, No. 18 AWG minimum wire size, rubber insulated, hard service cord, meeting UL requirements for flexible cord. Flexible control cords shall be rated for 600 VAC and have oil resistant thermoset insulation for use in wet locations (Type SOOW).
- H. All wire and cable insulation and all cable outer coverings shall be listed and approved for the conditions under which the wire or cable is to be used.
- I. RESERVED

2.02 COMPONENTS AND ACCESSORIES

- A. Splicing materials shall be as follows:
 1. Plastic tape shall be 3M Scotch Electrical Tape No. 33+ or 88, or equal.
 2. Neoprene tape shall be Okonite Company "Okoprene", or equal.
 3. Insulating putty shall be 3M "Scotchfill Electrical Putty", or equal.
 4. Tapes and other splicing materials shall be used only as recommended by the manufacturer, and only if their condition is such as to meet the manufacturer's standards.
 5. Heat-shrinkable tubing shall be Raychem or equal.
- B. Connectors:
 1. Wire connectors for No. 6 AWG and smaller wires shall have sharp internal threading which prevents pulling off, but are removable. Connectors shall be Type Y, Type R, Type G, or Type B, as manufactured by 3M Company or equal.
 2. Indentor butt connectors shall be Burndy "Hylinks", or equal.

3. Indentor pigtail connectors shall be Thomas & Betts "Sta-Kon" connectors, or equal, applied to the twisted conductors, and covered with a nylon cap of the same manufacturer.
 4. Indentor or compression connectors shall be Thomas & Betts "Sta-Kon" connectors, or equal. The insulation of conductors No. 2 AWG and larger shall be penciled to the diameter of the conductor. Wires connected to screw terminal block points shall have fork tongue lug terminals.
 5. Splices to uncut main runs shall be made with Burndy "Crimpits", or equal, for cables No. 4/0 to No. 10 AWG, and Burndy "Hytaps", or equal, for cables larger than No. 4/0 AWG.
 6. .
- C. Power Blocks:
1. All power blocks whether in terminal boxes, motor control, and other locations, shall be equal to Allen-Bradley Bulletin 1492 UL-listed, 600V AC/DC, 3-pole suitable for copper conductors, and rated for 75 degrees C, minimum.
 2. Power blocks shall have sufficient current carrying capacity as required, and shall not be adjacent to control wiring terminal blocks.
- D. Wire Pulling Lubricants - Pulling lubricants shall be American Polywater Corp. Type J, Ideal Yellow 77 Plus, Thomas & Betts Polymer Base, or equal. Follow manufacturer's recommendations for compatibility with wire insulation, cable jacket, and conduit materials.

2.03 IDENTIFICATION

- A. All wires and cables, except at lighting and 120 VAC convenience receptacles, shall be identified by means of tags with wire names. Tags shall be on all connections, splices, and terminations, and shall also be applied where entering and leaving common wireway and at a minimum of 30 foot centers within the wireway. Wire tags shall be as specified in Section 16030.

2.04 FACTORY TESTS

- A. Wire shall be tested in accordance with:
1. UL Standard for type THHN/THWN wire and the optional Gasoline and Oil Resistant II listings.
 2. UL Standard for Type XHHW-2.
 3. UL and ICEA requirements for Type MC Cable.

PART 3 EXECUTION

3.01 COORDINATION

- A. Inspect raceways for compliance with specifications and Drawings. Do not proceed with installation until defective conditions have been corrected.
- B. Conduit layouts shall provide for cable separation between various systems and between various signals within given systems. The combining of conductors of various systems within one conduit system shall not be permitted.

3.02 INSTALLATION

- A. Wiring, above ground, 120 volts and higher, shall be in conduit, wireways, or cable trays.
- B. Extreme care shall be used to prevent any injury or damage to the wiring. The Contractor shall observe the installation instructions and precautions issued by the manufacturer of the wire and cable.
- C. Cables shall be pulled through conduits in such a manner as not to overstress, stretch, score, cut, twist, or damage the protective covering or insulation of the conductor. If mechanical means are employed for pulling the cables or wires, a dynamometer shall be used.
- D. The ends of low-voltage cables installed in damp or wet locations shall be carefully sealed until permanently connected or spliced. The Contractor shall be responsible for maintaining a dry condition while the cables are being pulled.
- E. Underground circuit cables for direct burial in earth shall be installed per NEC and IEEE Standards, and as recommended by the cable manufacturer.
- F. Keep rocks and rough materials away from direct buried cables.
- G. Direct buried cable shall be backfilled with 6 inches of sand over the top of cable to prevent stone bruises and cuts to cable.
- H. If single conductor cable is used, space cables evenly at least 6 inches between cable centers. Sand shall be used to fill around cables. Be certain there are no cable crossovers.
- I. Cables emerging from the ground shall be installed in conduit from at least 18-inch below grade up to the termination point.
- J. Spare conductors or cables shall be individually and uniquely numbered. They shall have sufficient length to reach the farthest termination point within the enclosure. They shall be coiled and stored in a neat and workmanlike manner. The coil shall be tagged to indicate the location of the other end of the spare conductors.
- K. All 120 volt "home runs" in excess of 100 feet shall be No. 10 AWG minimum. All 120-volt branch circuits supplying heating, air conditioning, or lighting loads of 1500 watts or more shall be No. 10 AWG minimum.

- L. Conductors in vertical runs shall be adequately supported with approved conductor supports, as outlined in the NEC.
- M. All underground feeder and branch circuit cables for direct burial in earth shall be installed per the NEC, National Electrical Safety Code Section 35, IEEE Standard 590, and as noted on the drawings and as recommended by the cable manufacturer. Cable shall be installed in an "S-Loop" to allow for ground movement. Backfill trench to provide 18 to 24 inches of cover above the top of the highest wire or cable. Place a 6-inch wide, foil-backed, yellow tape with black lettering reading "ELECTRIC LINE" in the trench, and then complete backfilling operations. Tape shall be Thomas & Betts "E-Z-CODE" NAF-0708, or equal.
- N. Conductors No. 12 AWG and smaller shall not be in the same conduit with wires No. 6 AWG and larger.
- O. Conductor Combination and Separation:
 - 1. The combining of conductors of various systems within one raceway system shall not be permitted. Raceway layouts shall provide for the cable separation requirements between parallel raceways of various systems, and between various signals within given systems throughout Division 16 as required. Each of the following shall be maintained in a separate raceway system apart from the others.
 - a. Power Distribution, 600 VAC or less.
 - b. Communications Systems (Telephone, Intercom, Ethernet).
 - c. Analog cables for Instrumentation and Control.

3.03 SPLICES AND TERMINATIONS

- A. Wire and cable lengths shall be continuous and without splices between the points of connection, except as otherwise specified or indicated on the Drawings.
- B. Splices and terminations where specified or indicated on the Drawings shall be made in strict accordance with the conductor manufacturer's recommendations.
- C. Splices and connections shall have a conductivity and insulation resistance at least equal to that of the cable.
- D. Terminated conductors shall be bundled and identified to match approved Contractor submitted drawings.
- E. Owner and Engineer may inspect any and all joints before they are taped. If they are taped without being inspected, the tape may be ordered removed from any joint or joints, and the Contractor shall correct any defect found. After inspection and correction of any fault found, the Contractor shall properly re-tape the joints with new tape.
- F. Splices:
 - 1. Dry Locations - No. 6 AWG and Smaller, Single Conductor:

- a. Using either an insulated spring or an indentor butt connector shall be followed by wrapping with two half-lapped layers of approved plastic tape extending a minimum distance of 1 inch from the connector.
2. Dry Locations - No. 4 AWG and Larger, Single Conductor:
 - a. No. 4 AWG conductor and larger shall be spliced using indentor or compression connectors, penciled to the diameter of the connector, and wrapped with two half-lapped layers of approved plastic tape extending a distance from the connector of twice the outside diameter of the larger conductor, or 1 inch, whichever is greater.
 - b. Splices to uncut main runs shall be made with "Crimpits", or equal, for Cable Nos. 4/0 AWG to 10 AWG, and "Hytaps", or equal, for cables larger than No. 4/0 AWG, and wrapped with two half-lapped layers of approved plastic tape.
 - c. Electrical insulating putty shall be used as filler before applying tape, where necessary, to provide a smooth taping surface.
3. Wet Locations:
 - a. Single-conductor, with nonmetallic covering, shall be spliced using either indentor (compression) or insulated butt connectors followed by wrapping with four half-lapped layers of approved plastic tape extending a distance from the connector of twice the outside diameter of the larger conductor or 1 inch, whichever is greater.
 - b. The insulation of Conductors No. 2 AWG and larger shall be penciled to the diameter of the conductor and wrapped with four half-lapped layers of approved plastic tape extending a distance from the connector of twice the outside diameter of the larger conductor or 1 inch, whichever is greater.
 - c. Splices in manholes shall only be permitted where specifically shown on Drawings. Where permitted, in manholes, splices No. 4 AWG and smaller shall be in submersible NEMA 6 terminal boxes within easy reach of ground level.
 - d. Electrical insulating putty shall be used as filler before applying tape, where necessary, to provide a smooth taping surface.
- G. Terminations - When connecting conductors at terminals, the following methods shall be used, unless otherwise specified:
 1. Indentor or compression terminals shall be applied to the conductor. Terminals shall be held in place at terminal posts or studs with approved locknuts or lock washers.
 2. The shields of shielded, multi-conductor control and metering cables, unless otherwise specified by equipment manufacturers, shall be terminated at one end of the cable only.

3. Shield shall be stripped back, intact, applying a compression grounding terminal to the twisted shield, and securely fastening the terminal to the appropriate point on the equipment or device.
 4. Shield at the non-terminated end of shielded cables shall be stripped back at least 2 inches beyond the stripped inner conductor's cutoff, and the cable taped with two half-lapped layers of plastic tape where the shield emerges from the outer sheath.
 5. Where dead-ending low-voltage wires and cables, the ends shall be insulated and sealed in a manner similar to a standard splice for the particular location and type of wire or cable.
 6. All power system terminations shall be phased-out.
- H. Where specified, bus bar tapping shall be in strict accordance with bus bar and connectors' manufacturer's recommendations.

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

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**SECTION 16121
CONTROL AND SIGNAL CONDUCTORS AND CABLES**

PART 1 GENERAL

1.01 SCOPE

- A. The Section includes the installation of all wire, cable, and terminators for a complete instrumentation and control package.
- B. Work shall include but not be limited to the following major items:
 - 1. Analog signal wiring between controls, instruments, equipment, field devices, PLC I/O panels, annunciators, or other instrumentation and control components required to complete the Work.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and Section 16010 and shall include:
 - 1. Shop Drawings for Review:
 - a. A list of materials needed for construction giving manufacturer's names and catalog numbers.
 - b. Manufacturer's technical product sheets on each component to be furnished.
 - 2. Information for the Record:
 - a. Manufacturer's qualifications.
 - b. Certified copies of factory test procedures and results.
 - c. Manufacturer's recommended method of installation for the products to be furnished.
 - d. Provide warranty for review; executed copies shall be submitted when completed with copies included in the operation and maintenance manuals.

1.03 QUALITY ASSURANCE

- A. The installation of equipment and materials shall conform to the recommendations and instructions of the respective manufacturers of equipment and materials.

PART 2 PRODUCTS

2.01 RESERVED

2.02 TRANSMITTER CABLE

- A. Indoor Use:
 - 1. Cable shall be 2-conductor, No. 16 AWG stranded tinned copper with minimum No. 18 AWG stranded tinned copper drain wire.
 - 2. Cable shall have a 100% aluminum foil shield with PVC jacket, rated for 60 degrees C and 600 volts.
 - 3. Cable shall have maximum capacitance of 23 pF (picofarads) per foot between conductors.
 - 4. Cable shall have nominal outside diameter of 0.313 inches.
 - 5. Cable shall be Belden 8719, or equal.
- B. Indoor, Outdoor, Transition between Indoor/Outdoor and where subject to damp or wet conditions:
 - 1. Cable shall be 2-conductor, No. 16 AWG stranded, tinned copper with a drain wire. Insulation shall be PVC with a nylon overcoat.
 - 2. Cable shall have a 100% aluminum foil shield with PVC jacket, rated for 90 degrees C and 600 volts. Jacket shall be sunlight resistant.
 - 3. Cable shall be suitable for direct burial and outdoor applications.
 - 4. Nominal outside diameter shall be 0.294 inches.
 - 5. Cable shall be Belden 1118A, or equal.
- C. Inside Control Panels and Connected to Analog I/O Modules:
 - 1. Cable shall be 2-conductor, No. 22 AWG stranded tinned copper with polyethylene insulation, and No. 22 AWG stranded tinned copper drain wire. Color code: Black, Clear.
 - 2. Cable shall have a 100% aluminum-polyester foil shield with PVC jacket, rated for 60 degree-C and 300 volts.
 - 3. Cable shall have maximum capacitance of 24 pF per foot between conductors.
 - 4. Cable shall have nominal outside diameter of 0.175 inches.
 - 5. Cable shall be Belden 8761.
- D. Transmitter cable shall be identified by the initials "PR".

2.03 COMMUNICATION CABLE (DATA HIGHWAY AND REMOTE I/O CABLE)

- A. Indoor Use:
 - 1. Cable shall be 78 ohms, 2 conductor No. 20 stranded tinned copper, twin axial transmission line cable, with 55% tinned copper braid, and 100% shield coverage with PVC jacket.
 - 2. Cable shall be Belden 9463, or equal.
- B. Direct burial applications, in below-grade conduits or when exposed in wet locations:
 - 1. Cable shall be 78 ohms, 2 conductor No. 20 stranded tinned per, twin axial transmission line cable, with gel-filled 55% tinned copper braid, and 100% shield coverage with LDPE jacket.
 - 2. Cable shall be suitable for the specified programmable control system.
 - 3. Cable shall be Belden 9463DB, or equal.
- C. This cable shall be identified by the initials "DH+".
- D. Nominal OD shall be 0.240 inches.

2.04 RESERVED

2.05 RESERVED

2.06 RESERVED

2.07 RESERVED

2.08 RESERVED

2.09 ACCESSORIES

- A. Control Wiring Terminal Blocks:
 - 1. Terminal blocks, whether in terminal boxes, motor control components, instrumentation, plant communication system, and other locations, shall be Allen-Bradley Bulletin 1492-W4, or equal, suitable for DIN Rail mounting.
 - 2. Separate terminal strips shall be provided for analog and discrete signal wires, with the discrete terminal strip located on the left side of the enclosure.
 - 3. Terminals shall be provided for cable shields.
 - 4. Terminal blocks shall be identified in accordance with Section 16030.

2.10 SOURCE QUALITY CONTROL

- A. Wire/cable shall meet IEEE flame test; UL 1581, "Vertical Tray Flame Test"; and ANSI/NFPA Standard 262-1985 (UL-910) "Horizontal Flame and Smoke Test" requirements.

PART 3 EXECUTION

3.01 COORDINATION

- A. Examine raceways and other elements receiving cables for compliance with requirements for installation tolerances and other conditions affecting performance of transmission media.

3.02 INSTALLATION

- A. Control wiring shall be identified and tagged per Section 16030.
- B. Each wire number shall be "solid", preprinted, and not pieced from single or double digit tags.
- C. Wire shall be installed with different color conductor in common conduit, for maximum convenience, with individual conductor identification, which shall be in addition to fiber tag identification as specified herein.
- D. The Contractor shall observe the installation instructions and precautions issued by the manufacturer of the wire/cable.
- E. Analog signal cable shall be installed in galvanized rigid steel or PVC coated RGS conduit.
- F. No mixing of signal conductors and AC voltage conductors shall be permitted within a single conduit.
- G. Instrument cable, communication, and analog signal conduits shall be separated a minimum of 12 inches from any AC voltage source or conductor.
- H. Instrument cable shields shall be grounded to a common ground terminal in the control panel unless device manufacturer recommends otherwise. Shields shall not be grounded at the field device or at any intermediate point.
- I. Each programmable controller component shall be grounded to earth ground as well as the cable shield between them. Grounding field wiring shall be in accordance with the manufacturer's recommendations. In no case, shall the cable shield be grounded at both ends.
- J. Each instrument cable wire shall be identified and terminated at marked terminal strips.
- K. Analog instrument cables inside panels shall be justified right as described in Section 16903 and shall terminate at separate terminal strips.
- L. Each instrument cable shall be installed in continuous lengths between terminations. No splicing shall be permitted.

- M. 20% spare twisted pairs shall be provided in each conduit run between panels where cables serve more than one device.
- N. Conductors carrying high voltage and/or high current shall be installed in separate ducts from low power conductors and PLC component cables.
- O. All cable (power, instrument, communication) in panels shall have the same physical properties as in the field, to minimize the possibilities of transients.

3.03 SPLICES AND TERMINATIONS

- A. Spacing between adjacent terminal strips shall not be less than five inches as measured from the individual terminal block edges.
- B. Wire and cable lengths shall be continuous and without splices between the points of connection, except as otherwise specified or indicated on the Drawings.
- C. Splices and terminations where specified or indicated on the Drawings shall be made in strict accordance with the conductor manufacturer's recommendations.
- D. Splices and connections shall have a conductivity and insulation resistance at least equal to that of the cable.
- E. Terminated conductors shall be bundled and identified to match approved Contractor submitted drawings.

PART 4 SPECIAL PROVISIONS

4.01 SPARE PARTS

- A. Extra terminal block points shall be provided in the quantity of 30% over the quantity used.

END OF SECTION

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**SECTION 16130
CONDUIT, SURFACE METAL RACEWAYS, AND ACCESSORIES**

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes all labor, tools, equipment, and materials necessary to provide conduits and surface metal raceways in accordance with the Drawings and as specified herein.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and Section 16010 and shall include:
1. Shop Drawings for Review:
 - a. Wiring schematics with wire termination points identified.
 - b. A list of materials needed for construction, manufacturer's name and catalog numbers.
 - c. Provide conduit layout drawings. All conduit layouts shall show conduits and conduit types with anticipated number, size, and type of power, control or instrumentation conductors/cables, spares and grounds for each and every section of Division 16 requiring separate conduits. Location of floor and wall penetrations and separation between parallel conduits shall be dimensioned.
 2. Information for the Record:
 - a. Manufacturer's qualifications.
 - b. Manufacturer's technical product sheets on each component to be furnished.
 - c. Certified copies of field test procedures and results.
 - d. Manufacturer's recommended method of installation for the products to be furnished.
 - e. Operation and maintenance manuals for equipment provided, including accessories, and maintenance instructions.
 - f. Manufacturer's recommended spare parts list for the system components and accessories.
 - g. Provide warranty for review; executed copies shall be submitted when completed with copies included in the operation and maintenance manuals.

- h. Conduit layouts shall consist of “as-installed” drawings showing the exact location and routing of all conduits and conduit duct banks that are installed in or under paved areas, concrete slabs, direct buried, or otherwise concealed.
- i. Conduit layouts shall show conduits with number, size, and type of power, control or instrumentation conductors/cables, spares, and grounds for each and every section of Division 16 requiring separate conduits.
- j. Copies of certificates issued by the manufacturer of PVC coated rigid galvanized steel conduit to installers who have successfully completed the manufacturer’s installation training program.

1.03 QUALITY ASSURANCE

- A. Applicable Standards:
 - 1. NEMA.
 - 2. UL.
 - 3. ASTM.
 - 4. NEC.
 - 5. NFPA.

1.04 PRODUCT HANDLING

- A. Care shall be taken when handling materials. Deformed conduit and surface metal raceway materials shall not be installed. Conduits and surface metal raceways damaged during construction shall be replaced.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Metallic Conduit:
 - 1. Metallic conduit, including couplings, nipples, elbows, and bends shall conform to the Standard for Rigid Metallic Conduit of the UL accessories such as locknuts and connectors shall be zinc-coated for use with hot-dipped galvanized conduit.
 - 2. Rigid galvanized steel conduit shall conform to UL-6 Specification, ANSI C80.1, and FS WW-C581E.
- B. PVC Coated Conduit:
 - 1. A plastic coating shall completely encapsulate metallic conduit to provide total protection against corrosion.
 - 2. Conduit shall be galvanized inside and outside, including the threads.

3. Threads shall be coated with urethane over the galvanized threads. A minimum thickness of 40 mil PVC exterior coating shall be permanently fused to the galvanized rigid steel conduit.
 4. A urethane or polyurethane interior coating shall be applied at a nominal 2 mil thickness to the interior of the conduit and over the galvanized threads.
 5. The PVC coating on all form 8 fittings shall form a gasket-like flange covering the top of the fitting around the opening. All fittings shall have a minimum of 40 mils PVC coating even around the edge of covers.
 6. GUA type boxes shall be supplied with WOD type covers. (Feraloy iron instead of aluminum to prevent corrosive reaction between dissimilar metals.)
 7. Conduit fittings (couplings, elbows, etc.) shall be of the same material as the conduits and fittings to which they are attached.
 8. PVC coated conduit shall be UL listed and conform to the same standards as metallic conduit.
 9. PVC coated conduit shall be "OCAL BLUE" as manufactured by OCAL, Inc., "Permacote," "KorKap" or "Plasti-Bond" as manufactured by Robroy Industries, or equal.
 10. Conduit shall be supported by corrosion resistant straps and clamps.
- C. PVC Conduit:
1. Conduit shall be a minimum of Schedule 40 for use only when encased in concrete.
 2. Concrete encasement for conduits shall be Class B as specified in Section 03300.
 3. Schedule 80 shall be used for direct-burial and exposed applications where shown on the Drawings.
 4. PVC conduit systems shall conform to FS WC 1094A, ASTM 512, NEMA TC2 and TC3, and to UL 651 and 514 b. All components shall be "Sunlight resistant" and so marked.
- D. Flexible Steel Conduit:
1. Flexible steel conduit shall be liquid tight Appleton Electric Company "Sealtite" or equal.
 2. Flexible steel conduit fittings shall be Thomas & Betts, Appleton, O-Z/Gedney, or equal.
- E. Flexible Metal Conduit - Flexible metal conduit (Greenfield) shall be used only where indicated on Drawings and approved by the Engineer.
- F. Bituminous Coating - All rigid galvanized conduit buried underground shall be coated on the outside with a standard petroleum self-priming asphaltic coating. This material shall meet the requirements of FS TT-V-51F, Varnish: Asphalt. It shall be free of lead and

chromate hazards. This material shall be lead and alkali resistant. PVC coated rigid galvanized conduit shall be exempt from bituminous coating requirement.

2.02 CONDUIT FITTINGS - GENERAL

- A. Fittings shall be vapor proof, weatherproof, and explosion-proof where so shown on the Drawings and required by NEC.
- B. Fittings for use with EMT and Greenfield shall be compatible with the type of conduit, and shall be of the same manufacturer.

2.03 CONDUIT FITTINGS - METALLIC

- A. Bushings 1-1/4 inches and larger shall be Type B insulated bushings as manufactured by O-Z/Gedney, Thomas & Betts, or equal.
- B. Ground bushings shall be Type BL bushings as manufactured by O-Z/Gedney, Thomas & Betts, or equal.
- C. Conduit fittings for use with metallic conduit shall be standard threaded type of cast ferrous construction to suit the location and purpose. Fittings shall be Crouse-Hinds, Appleton Electric, or equal.
- D. Covers shall be domed sheet metal, except in corrosive areas, where they shall be cast. All covers shall have gaskets.
- E. Exposed fittings, junction boxes, outlet boxes, terminal boxes, etc., shall be cast ferrous material threaded-hub type.

2.04 CONDUIT FITTINGS - PVC COATED

- A. Fittings for use with PVC coated conduit shall be compatible with the type of the PVC coated conduit, and shall be of the same manufacturer.

2.05 CONDUIT FITTINGS - PLASTIC

- A. Fittings for use with plastic conduit shall be compatible with the type of plastic conduit or duct used, and shall be of the same manufacturer.
- B. Adhesives for use with plastic conduit shall be compatible with the type of plastic conduit or duct used and shall be approved by the conduit or duct manufacturer.

PART 3 EXECUTION

3.01 COORDINATION

- A. Coordinate with other Work including metal and concrete deck work to interface installation of conduits, surface metal raceways, and support components.
- B. Level and square conduits and surface metal raceways and install at proper elevations and heights.

- C. Complete the installation of conduits and surface metal raceways before installing any cables or wires.

3.02 OPENINGS AND SLEEVES

- A. Electrical penetrations through an exterior surface shall be sealed and made water-tight with a modular mechanical seal of rubber links as manufactured by Link-Seal, O-Z/Gedney, or equal.
- B. Electrical penetrations through fire resistance rated walls or floors shall be fire stopped as required by the NEC using the approved method as recommended by the manufacturer. Fire stops (e.g. caulk) shall have a 3-hour, fire-resistance rating, and shall be made by the 3M Company, or equal.
- C. Electrical penetrations to hazardous areas shall be gas-tight and fire-stopped using "Link-Seal" FD or FS seals as manufactured by Thunderline Corporation, or equal.

3.03 EXCAVATION AND BACKFILL

- A. Excavation and backfill required for the installation of underground conduits shall be done in accordance with Section 02200.
- B. Excavation shall not be done until immediately before installation of the specified appurtenances. Cuts shall be done in a workmanlike manner so as to cause the least possible damage.
- C. After backfilling, the excavation shall be kept well filled and maintained in a smooth and well-drained condition until permanent surfaces are restored. All surplus excavated material shall be removed and properly disposed of by Contractor.
- D. Direct-buried conduit shall be backfilled to provide 18 to 24 inches of cover above the top of the highest conduit.
- E. Place a 6-inch-wide, yellow, foil-backed, yellow tape with black lettering reading "ELECTRIC LINE" in the trench, and then complete backfilling operations. Tape shall be Thomas & Betts "E-Z-CODE" NAF-0708, or equal.
- F. Directional drilling shall be allowed only in areas known to be free of existing underground piping and electrical systems.

3.04 MOUNTING AND ATTACHMENT

- A. Contractor shall provide all devices and materials such as expansion bolts, foundation bolts, screws, channels, angles, and other attaching means required to fasten conduits to concrete bases or structures which are existing, or provided under other sections of the Contract.

3.05 CONDUIT AND FITTINGS - GENERAL

- A. Minimum size of conduit shall be 3/4 inch, except that concealed homeruns, underground, and embedded conduits shall not be less than 1 inch.

- B. Conduits shall be located for protection from mechanical damage.
- C. Conduits shall be sized in accordance with the NEC and based on 40% fill based on over two wires, or as shown on Drawings, whichever conduit size is larger.
- D. Conduit stub-ups between underground or slab construction and exposed or concealed wall construction shall be elbows of rigid metallic conduit, and shall have an ample coating of asphaltic paint prior to the placement of concrete unless otherwise noted.
- E. Conduits with free ends not containing conductors shall be threaded and provided with plumber's caps or with couplings and plugs where flush terminations are required.
- F. Flexible connections to all equipment subject to movement or vibration shall be made by means of liquid tight flexible steel conduit equal in length to approximately ten times the diameter of the conduit, but not exceeding 3 feet in length. Explosion-proof flexible couplings shall be used in place of liquid tight flexible steel conduit in Class I, Division 1 and Class II, Division 1 hazardous areas.
- G. Conduit runs subject to motion in excess of the capacities of the fittings specified above shall be provided with other approved means of compensating for the motion. Unless otherwise specified or required, expansion fittings shall be installed at the midpoint of their extension.
- H. Conduits to pumps or other equipment shall, unless otherwise shown on the Drawings, be routed through or below concrete floor slabs.
- I. Runs on floor slabs are not permitted unless specifically shown as such on the Contract Drawings.
- J. Conduits shall be concealed in all locations where walls are faced with glazed tile or ceilings are suspended and where called for on the Drawings. Wherever conduit is concealed in masonry of any type, it shall be the responsibility of the Contractor to maintain a clear passageway throughout the entire conduit system, and to clean the conduit system before installing the conductors.
- K. Where conduit bushings are constructed wholly of insulating material, a locknut shall be installed both inside and outside the enclosure to which the conduit is attached. Ungrounded conductors of No. 4 AWG or larger shall be protected with insulated throat bushings or hubs where entering or leaving an enclosure in conduit systems.
- L. Pulling distances shall be limited to a maximum of 200 feet so as not to exceed the wire manufacturer's maximum pulling tensions, and suitable pull boxes, etc., shall be provided whether shown on the Drawings or not.
- M. Unused openings in conduit bodies and cast enclosures shall be plugged using Appleton Cat. No. PL6, or equal.
- N. The sum of the conduit bend angles between pull points shall not exceed 270 degrees. Bends in conduit containing medium voltage cables shall have a minimum radius of 36 inches.
- O. Conduits through which moisture may contact live energized parts shall be sealed or plugged at either or both ends per NEC 300.5(G) and 230.8. Spare or unused conduits

shall also be sealed. Provide drains and breathers so moisture will not accumulate inside conduit.

- P. Conduits subject to motion at right angles to the direction of the run and all conduits in concrete shall be equipped with O-Z/Gedney Type DX, Thomas & Betts, or equal expansion and deflection fittings.
- Q. Inside surfaces of all conduits shall be free from any imperfection likely to damage conductors or cables during installation.
- R. During construction, open ends of conduits shall be capped or plugged to keep out debris. These caps or plugs shall remain in place until wires or cables are pulled through the conduit.
- S. Spare conduits and those provided by the contractor for use by others shall have a pull string installed. Coil up at least 24 inches of extra string at each end.

3.06 CONDUIT AND FITTINGS - METALLIC

- A. Exposed conduit shall be rigid metallic conduit unless otherwise noted.
- B. Rigid metallic conduit shall be installed in true alignment and sloped for drainage wherever necessary; underground conduits shall be drained to manholes or pull boxes.
- C. Rigid metallic conduit shall be reamed free from burrs and carefully cleaned before installation.
- D. When required, conduit unions shall be provided. Running threads will not be permitted.
- E. Conduit fastened directly to structures shall be held with one-hole, malleable iron clamps and clampbacks, or otherwise suitably spaced from concrete or masonry surfaces. Concealed rigid metallic conduit shall be installed in as direct a line as possible and shall be rigidly supported by approved methods and materials.
- F. Exposed rigid metallic conduit shall be installed parallel with or at right angles to the lines of the structure, except as otherwise shown, and supported in an approved manner.
- G. Conduits entering a NEMA 3R, 4, 4X, or 12 enclosures shall be installed using watertight fittings of die cast zinc material. Fittings shall be Appleton HUB-XXD, or equal.
- H. Expansion fittings shall be installed in all rigid metallic conduit runs which cross expansion joints, and shall be Type AX as manufactured by O-Z/Gedney or Thomas & Betts.

3.07 CONDUIT AND FITTINGS - PVC COATED RIGID GALVANIZED STEEL

- A. PVC coated rigid galvanized steel (RGS) conduit shall be installed per the manufacturer's instructions. Only tools approved by the manufacturer of the conduit shall be used.
- B. Installers of PVC coated RGS conduit must be certified by the conduit manufacturer to install this type of conduit. Proof of certification shall be furnished to the Engineer.

- C. PVC coated RGS conduit shall be used wherever shown on the Drawings by the notation "PVC/RGS", and in all areas where highly corrosive or highly humid atmospheres can exist, whether shown on the Drawings or not. Such areas include, but are not limited to, chemical feed and storage areas, solids storage facilities, wet wells, near the surfaces of standing or running water such as in aeration tanks, digestion tanks, open channels, and clarifiers or settling tanks.
- D. PVC coated galvanized rigid steel conduit shall only be used with threaded fittings. Threadless fittings shall not be used.
- E. The installation of PVC coated RGS conduit shall conform to the requirements for metallic conduit.
- F. Before assembly, field-cut threads shall be coated with an electrically conductive compound approved by the conduit manufacturer.

3.08 UNDERGROUND CONDUIT

- A. Underground non-concrete encased conduit shall be installed with a detectable warning tape. If the conduit contains a detectable wire, a warning tape shall still be provided. Underground conduit shall be concrete-encased where shown. The top of underground conduit shall be not less than 30 inches below grade unless otherwise specified. Concrete encasement shall provide a minimum cover of 6 inches on top and bottom, and 6 inches on the sides. Horizontal curves, where necessary, shall be drawn on radii of not less than 6 trade diameters of the largest conduit in the duct bank.
- B. PVC conduit and fittings for use in underground duct banks shall be Schedule 40. PVC conduit shall be Schedule 80 where direct-buried.
- C. Conduits for concrete-encased duct banks shall be securely held in place by approved window type spacer supports, and shall be laid with joints staggered.
- D. The ends of each conduit run which is not to contain wiring under this Contract shall be plugged or capped with manufactured plugs or caps.
- E. Conduits shall enter manholes and structures at right angles unless otherwise shown.
- F. Conduits shall terminate with a bell end at each manhole entrance.
- G. Under pavement conduit crossings shall have a 6-inch minimum concrete cover all around and be reinforced as detailed for a length extending 5 feet on each side of the pavement.
- H. Slope for drainage away from building interiors shall be provided. Where inverted elevations are specified, they shall be adhered to, unless the Contractor obtains approval on an alternative layout.
- I. Concrete for all underground conduit encased in concrete shall be mixed with five pounds of red dye for each cubic yard of concrete. Red topped concrete shall not be permitted instead of red dyed concrete.

3.09 BELOW-GRADE GALVANIZED CONDUIT

- A. All rigid galvanized conduit buried underground shall be coated on the outside with a self-priming, standard petroleum asphaltic coating. This coating shall have a thickness when dry of at least 1 mil.
- B. The asphaltic coating may be dipped, brushed or sprayed on the exterior surface of the conduit.
- C. Before application, surface should be free of grease, oil, dirt, fingerprints, drawing compounds, any other contaminant, and surface passivation treatments to ensure optimum adhesion and coating performance properties.

PART 4 SPECIAL PROVISIONS

4.01 CONDUIT LOCATION SCHEDULE

- A. Exterior above grade – RGS.
- B. Exterior below grade.
 - 1. Direct bury – SCH 80 PVC.
- C. Interior (unclassified) – RGS.

END OF SECTION

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**SECTION 16430
DISCONNECT SWITCHES**

PART 1 GENERAL

1.01 SCOPE

- A. This Section defines the requirements necessary to furnish and install circuit and motor disconnect switches in accordance with the Drawings and as specified herein.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Shop Drawings for Review:
 - a. Manufacturer's technical product sheets on each component to be furnished.
 - b. Furnish manufacturer's name(s) and catalog numbers.
 - 2. Information for the Record:
 - a. Manufacturer's recommended method of installation for the products to be furnished.
 - b. Operation and maintenance manuals.
 - c. Manufacturer's recommended spare parts list for the components and accessories.
 - d. Provide warranty for review; executed copies shall be submitted when completed with copies included in the operation and maintenance manuals.

1.03 ELECTRICAL AND CONTROL COORDINATION

- A. Layout and installation of disconnect switches and accessories shall be coordinated with other trades and with motor horsepower ratings.

1.04 PRODUCT HANDLING

- A. Deliver disconnect switches properly packaged in factory fabricated type containers or wrappings, which properly protect devices from damage.
- B. Store disconnect switches in original packaging and protect from weather and construction traffic. Wherever possible, store indoors. Where necessary to store outdoors, store above grade and enclose with watertight wrapping.

- C. Handle disconnect switches carefully to prevent physical damage. Do not install damaged disconnect switches, remove from Site and replace damaged devices with new.

PART 2 PRODUCTS

2.01 FUSED SAFETY SWITCHES

- A. Provide individual fused switches as specified, shown on the Drawings, or as directed.
- B. Fused switches shall have a minimal short-circuit rating of 100,000 amps, RMS symmetrical.
- C. Where shown on the drawings, provide fused switches that lock in the ON position. Field modifying to provide this feature shall not be permitted. Where the service disconnect is locked in the ON position, branch circuit overcurrent devices shall be located in a readily accessible location and shall be of a lower amp rating than the LOCKED-ON service overcurrent device per the NEC.
- D. Disconnect switches located outdoors shall be NEMA 4X stainless steel unless noted otherwise on the Drawings. Provide switches that can be locked in the OFF position. Enclosures shall be mechanically interlocked to prevent the opening of the cover with the switch in the ON position.
- E. Fused switches shall be quick-make, quick-break, motor-rated, load-break, heavy duty (HD) type having external marking clearly indicating ON and OFF positions.
- F. Provide fuses of the current ratings indicated and types specified in Section 16432 on fuses. Utilize rejection fuse clips that accept only Class RK1/RK5 fuses.
- G. Disconnect switches for motors driving process equipment shall have two normally open auxiliary contacts. One shall be wired to disable the motor controller when the switch is open. The other shall be wired to signal the Plant Control System (PCS) that the equipment is "In Service." Disconnect switches for motors driving utility equipment shall have one normally open auxiliary contact. It shall be wired to disable the motor controller when the switch is open.
- H. Switches shall be UL listed and horsepower rated for 250 VAC or DC or 600 VAC as required. Lugs shall be UL listed for copper cable. All fused switches shall include equipment grounding bar.
- I. Where required by the NEC, fused safety switches shall be rated for use as service entrance equipment.
- J. Disconnect switches shall be Square D, Crouse-Hinds, Cutler-Hammer, or equal.

2.02 NONFUSED SAFETY SWITCHES

- A. Provide non- fused switches with the same provisions as for fused switches but without fuse clips.

- B. Disconnect switches for motors driving process equipment shall have two normally open auxiliary contacts. One shall be wired to disable the motor controller when the switch is open. The other shall be wired to signal the Plant Control System (PCS) that the equipment is "In Service." Disconnect switches for motors driving utility equipment shall have one normally open auxiliary contact. It shall be wired to disable the motor controller when the switch is open.
- C. For applications in which all of the conditions listed in the following (1 thru 4) are met, the safety disconnect switch shall be a Crouse-Hinds NSSC manual motor starting switch, or equal, with a high-impact, fiberglass-reinforced polyester, corrosion-resistant, dust-tight, watertight, weatherproof enclosure rated NEMA 3, 4X, and 12 containing a two or three pole switch, as required by the application. Each switch shall have provisions to be pad locked in the off position. Each switch shall be UL listed and horsepower rated for 250 VDC or VAC, or 600 VAC as required. Lugs shall be UL listed for copper cable. Each switch shall include an equipment grounding plate for 3/4-inch and 1-inch conduit.
 - 1. Auxiliary contacts are not required for interlocking or remote monitoring.
 - 2. The driven equipment is not process related; e.g., overhead door operator, electric hoist, HVAC equipment, etc.
 - 3. The motor is three-phase rated 10 hp or less at 460 VAC, 7-1/2 hp or less at 230 VAC, or single-phase rated at 2 hp or less at 230 VAC, or 1 hp or less at 115 VAC.
 - 4. Motor overload protection is not required, or is provided separately by a separate device in the motor circuit.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install disconnect switches for use with motor driven equipment, motors, and controllers, within sight of the motor position where indicated.
- B. Provide suitable means for mounting disconnect switches.

3.02 TESTING

- A. Subsequent to completion of installation of electrical disconnect switches, energize circuitry and demonstrate capability and compliance with requirements. Where possible, correct malfunctioning units at Site, then retest to demonstrate compliance; otherwise, remove and replace with new units and retest.

PART 4 SPECIAL PROVISIONS

4.01 FUSES

- A. Provide and install fuses for all fused disconnect switches along with a minimum of 3 spare fuses of each size supplied.

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END OF SECTION

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**SECTION 16431
CIRCUIT BREAKERS**

PART 1 GENERAL

1.01 SCOPE

- A. This Section defines the requirements necessary to furnish and install circuit breakers in accordance with the Drawings and as specified herein.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Shop Drawings for Review:
 - a. Manufacturer's technical product sheets on each component to be furnished showing dimensions and ratings for voltage, amperage and maximum interruption.
 - b. Furnish manufacturer's name and catalog numbers.
 - 2. Information for the Record:
 - a. Manufacturer's recommended method of installation for the products to be furnished.
 - b. Operation and maintenance manuals.
 - c. Manufacturer's recommended spare parts list for the components and accessories.
 - d. Manufacturer shall provide time/current characteristic trip curves (I_p and I_2t let-through curves for true current limiting circuit breakers only) for each type of circuit breaker.

1.03 QUALITY ASSURANCE

- A. Equipment and materials shall be new and, if of the same type as other performing parts of the same system, shall be the products of the same manufacturer.
- B. The manufacturer of this equipment shall have produced similar electrical equipment for a minimum of five years.
- C. Equipment shall meet applicable standards of NEC, NRTL, OSHA, UL, and NEMA.

PART 2 PRODUCTS

2.01 RESERVED

2.02 BRANCH CIRCUIT BREAKERS IN LIGHTING AND POWER PANELBOARDS

- A. Breakers shall be UL listed with amperage ratings and number of poles as indicated on the Drawings.
- B. Plug-in type circuit breakers that are backfed and used as main circuit breakers in “Main Lugs Only” panelboards shall be secured in place by an additional fastener that requires other than a pull to release the device from the bus bar assembly.
- C. Circuit breakers shall have an overcenter toggle mechanism which will provide quick-make, quick-break contact action. Circuit breakers shall have thermal and magnetic trip elements in each pole. Two and three pole circuit breakers shall have an internal common trip crossbar to provide simultaneous tripping.
- D. There shall be visible trip indication. The breaker handle shall be trip free and reside in a TRIPPED position between ON and OFF.
- E. In addition to standard ON/OFF markings, circuit breaker handle accessories shall provide provisions for locking handle in the ON or OFF position by rivet or bolt. Handle accessories shall be by the same manufacturer as the circuit breaker. Clip on locking means will not be permitted.
- F. The exposed faceplates of all branch circuit breakers shall be flush with one another.
- G. All circuit breakers for 120 volts, 277 volts, and fluorescent and HID lighting circuits shall be approved for switching duty, and shall be marked SWD.
- H. Branch circuit breakers for 120/208/240/277-volt circuits shall have a minimum of 10,000-amp interrupting capacity. Breakers shall be operable in any position, and shall be removable from the front of the panelboard without disturbing adjacent units.
- I. Ground Fault Circuit Interrupters (GFCI) shall be provided where listed in the panel schedules. GFCI shall be Class A, 4-6 mA.
- J. Ground Fault Equipment Protection Devices (GFEPD) shall be provided where listed in the panel schedules. GFEPDs shall have a trip setting of 30 mA.
- K. Arc Fault Circuit Interrupters (AFCI) shall be provided where listed in the panel schedules. AFCIs shall meet or exceed the requirements of UL Standard 1699. AFCIs shall trip if they detect a line to neutral arcing fault of 75 amps or greater. They shall also trip for line to ground faults of 5 Amps or greater.
- L. GFCI, AFCI, and GFEPD branch circuit breakers shall have a “push-to-trip” device for maintenance and testing purposes.
- M. Lugs shall be UL listed to accept solid or stranded copper conductors. Lugs shall be suitable for 75 degrees C rated wire, unless noted otherwise.

2.03 RESERVED

2.04 RESERVED

2.05 MOTOR CIRCUIT PROTECTORS

- A. Motor Circuit Protectors (MCP) are intended for use in combination with motor starters with overload relays for the protection of motor circuits from short circuits. They also serve as the disconnecting means for the motor circuit.
- B. MCPs shall contain a magnetic trip element in each pole with the trip point adjustable from the front. There shall be a common adjustment screw or knob to set the trip point of all three poles with one operation.
- C. The magnetic trip point on the MCP shall be adjustable from three to ten or eleven times the continuous current in at least eight steps to permit the motor to start without nuisance tripping due to inrush current.
- D. MCPs shall be recognized components under UL489 (Molded Case Circuit Breakers) and tested for short-circuit protection in equipment listed under UL508 (Industrial Control Equipment) and UL845 (Motor Control Centers).
- E. MCPs shall have a minimum of 65,000 amp interrupting rating at 480 VAC.
- F. MCPs shall be 3-pole devices with an internal common trip crossbar to provide simultaneous tripping of all three poles.
- G. Select the amp rating of the MCP based on the full load current of the motor to be protected and the MCP manufacturer's recommendations or sizing table.
- H. MCPs shall be as manufactured by Cutler-Hammer, Square D, or equal.

2.06 RESERVED

2.07 LABELS

- A. Provide products that are listed and labeled. The terms "listed" and "labeled" shall be defined as they are in the NEC, Article 100.

2.08 IDENTIFICATION

- A. Identify components in accordance with Section 16030.

2.09 MANUFACTURER

- A. Circuit breakers shall be as manufactured by Square D, Cutler-Hammer, or equal.

PART 3 EXECUTION

3.01 COORDINATION

- A. Install wiring between circuit breakers and control/identification devices as specified in Section 16120.

3.02 INSTALLATION

- A. Check connectors, terminals, bus joints, and mountings for tightness. Tighten field-connected connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values. Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL standards.
- B. Provide equipment grounding connections for individually mounted units as indicated and as required by the NEC.
- C. Tighten connectors to comply with tightening torques specified in UL standards to assure permanent and effective grounding.
- D. Upon completion of installation, inspect devices. Remove paint splatters and other spots, dirt, and debris. Touch up scratches and mars of finish to match original finish.
- E. Install labels inside enclosure identifying the type of circuit breaker installed, its overcurrent rating, its interrupt rating and the UL class. Where applicable, trip setting and time delay information shall be provided on permanent labels.
- F. The MCP trip setting for all motors, except Design E motors, shall be at least 115% but not more than 1300% of the full load current shown on the motor's nameplate. However, settings up to 1700% of the motor's full load current are permitted for Design E motors.

3.03 INSPECTION, START-UP, AND TRAINING

- A. On circuit breakers with adjustable trip settings, the contractor shall coordinate with the circuit breaker manufacturer, or their authorized agent, verification that the ratings and settings are appropriate for proper coordination with other system protection devices. All settings shall be identified and adjusted before circuit breaker is energized.
- B. Where discrepancies are found, Contractor or the manufacturer's representative shall recommend final protective device ratings for approval by the Owner and Engineer.
- C. Inspect for defects and physical damage, NRTL labeling, and nameplate compliance with current single line diagram.
- D. Exercise and perform operational tests of all mechanical components and other operable devices in accordance with manufacturer's instruction manual.
- E. Check tightness of electrical connections with calibrated torque wrench. Refer to manufacturer's instructions for proper torque values.

3.04 PROTECTION

- A. Panelboards and installed circuit breaker equipment shall be covered and protected from physical damage and construction dirt and debris until ready to be placed into service.

PART 4 SPECIAL PROVISIONS

Not used.

END OF SECTION

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SECTION 16902
METERING AND CONTROL EQUIPMENT

PART 1 GENERAL

1.01 SCOPE

- A. Work under this Section includes furnishing and installing all metering and control equipment which is part of the Plant Control System except the programmable controller system and the graphic user interface system.
- B. All Work performed shall comply and be in accordance with all approved trade practices and manufacturer's recommendations.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
 - 1. Shop Drawings for Review:
 - a. Manufacturer's literature including model number, type, size, materials, quantity, connections, equipment number, mounting hardware, and installation information.
 - 2. Information for the Record:
 - a. Equipment suppliers report that equipment is properly installed and satisfactory operation is obtained.
 - b. Software, cables, etc. for configuration, programming or operation of meters or equipment, minimum of two each is required.
 - c. Operation and maintenance manuals.
 - d. Schedule of Owner's training for all new equipment.

PART 2 PRODUCTS

2.01 PRODUCT REQUIREMENTS

- A. All metering and control equipment shall be as indicated on the Drawings and as specified, and shall include, but not be limited to those devices hereinafter defined. Should additional devices be required, but not specifically indicated elsewhere, in order to affect the intent of the Contract Documents, such devices shall be furnished.
- B. All metering and control equipment used for similar applications shall be the product of a single manufacturer.
- C. All features and requirements listed in the individual instrument specifications are required.

- D. All field instrument enclosures shall be NEMA 4X construction except in hazardous locations where the enclosures shall be NEMA 7 for Class I, Division 1, Group D service, unless otherwise noted. Equipment in hazardous locations shall indicate temperature rating as specified in the NEC.
- E. All faces of panel mounted instruments shall be NEMA 4X construction except where the panel is located in a protected Control Room environment.
- F. Whenever an "or equal" equipment item is proposed in lieu of that specified it will not be considered equal if it is of non-potted construction and the specified item is potted construction.

2.02 PERFORMANCE REQUIREMENTS

- A. Intrinsically safe equipment shall be Factory Mutual approved for Class I, Division 1, Group D service.
- B. Analog signals for input to a programmable controller system shall be isolated 4-20 mA DC and where required, current to current transducers or other device shall be furnished to produce an isolated signal to the programmable controller analog input modules.
- C. Digital input signal sources shall provide an isolated contact rated at 5-amp minimum, 115 VAC, to the programmable controller system.
- D. Power supplies shall be furnished for two-wire transmitters and other devices requiring DC power. No more than four loops shall be powered from one power supply. Separate power supplies shall be provided for duplicate instruments to ensure failure of one power supply will not inhibit operation of secondary equipment.
- E. The Site is in an area subject to radio frequency activity. Any equipment sensitive to radio frequency interference (RFI) shall be provided with the proper RFI filters, be properly shielded and grounded, or otherwise protected to allow proper operation of the equipment.

2.03 RESERVED

2.04 RESERVED

2.05 RESERVED

2.06 RESERVED

2.07 RESERVED

2.08 FLOW

- A. Flow Element and Transmitter ((FE))/(FIT))

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Function:	Measure, indicate and transmit the process flow in a full pipe. Meter must be a full bore meter with the magnetic field traversing the entire cross section of the flow tube. Insert magmeters or multiple single point probes inserted into a spool piece are not acceptable. Magnetic flow meter, operating based with high impedance electrodes. Flow tube with two coils mounted outside a 304 stainless steel tube, transmitter, interconnection cables and mounting hardware.
Type:	Pulsed DC magnetic induction with absolute zero stability
Size:	As specified on Drawings and in Schedule
Input Signal:	Analog Process Flow
Conductivity:	Minimum 5 Micromho/cm
Process Temperature:	-10 to +130 degrees F
Outputs:	Isolated 4-20 mA DC into 1,000 ohms. Scaled pulse outputs as standard.
	Flow direction, empty pipe detection, configurable status two contact outputs and one contact input for zero contact return.
Display:	Backlight LCD capable of simultaneously displaying flow rate and totalization
Calibration:	Provide with each flow meter a printout of two points of calibration starting at 1 FPS with measurement devices traceable to NIST standards. Three minute 1.5 x PN- All meters shall have internal meter verification diagnostic.
Accuracy:	+/- 0.25 percent rate or less (3 to 33 ft/sec) or +/- 0.005 percent FPS below 1 FPS
Repeatability:	+/- 0.1 percent of reading
Range ability:	100:1 turndown
Selectable Damping:	0.01 to 99.99 seconds, configurable
Low Flow cutoff:	0 to 10 percent, configurable
Electrodes:	Hastelloy C, bullet nosed electrodes on wastewater and flush electrodes on clean fluid. Titanium or others for chemical feed applications. It is the manufacturer's responsibility to provide materials comparable with the process medium.
Liner:	Polyurethane, hard rubber, neoprene for sewage meters. Ebonite, Teflon or Tefzel for all sludge meters (RAS, WAS, thickened). Meters 14 inches and larger shall have a polyurethane or hard rubber liner. All meters specified in potable water lines shall have an NSF 61 or FDA approved liner.
Flow Tube:	
0-12 inches:	304 or 316 stainless steel, meters 0-12 inches shall be capable of accidental submergence with 30 feet of cable to remote converter. Meters located below grade or in a meter vault shall be NEMA 6P rated with 100 foot cable. Cable shall be factory installed and potted. Compound mixtures installed in the field are not acceptable. All meter housings shall be of a welded design.

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12-72 inches:	304 or 316 stainless steel shall be capable of continuous submergence in 30 feet of water with cable to remote converter.
End Connections:	
0-4 inches	150 lb. ANSI carbon steel or wafer design
6-24 inches	150 lb. ANSI carbon steel flanges
30-78 inches	Class D AWWA flanges
Lay length	All meters should comply with ISO 13359 lay lengths
Grounding:	All meters must be supplied with orifice type 316 stainless steel grounding rings. Grounding electrodes are not acceptable. Meters shall have 316 grounding straps.
Converter:	Microprocessor based remote converter. Refer to drawings for cable length. Only one conduit between flow tube and converter. Three totalizers for forward, reverse and net.
Power Requirements:	110/120 VAC 50/60 Hz.
Transmitter Enclosure:	NEMA 4X die cast aluminum rectangular housing immune to RFI inference, with flow rate and totalization indication.
Electrical Rating	All meters installed in a wastewater treatment plant shall be FM approved Class 1 Division 2 Grounds A, B, C and D. Meter shown on drawings in Class 1 Div 1 area shall be rated for that area.
Ambient Temperature:	-40 to 150 degrees F
Manufacturer:	Rosemount 8750w, or equal.
Model:	Manufacturer shall be ISO 9001 compliant and meters shall have a two year standard warranty. Meter shall be NSF certified for drinking water applications. All meters shall have a stainless steel tag. All meters shall have internal meter verification along with coating, ground loop and process noise diagnostics. All meters shall have empty pipe direction with contact inputs for zero return.

2.09 RESERVED

2.10 RESERVED

2.11 RESERVED

2.12 RESERVED

2.13 ACCESSORIES

- A. All piping and tubing for connections to instruments shall be stainless steel. Threaded pipe shall be ASTM A312, Grade TP304, Schedule 40S, and fittings shall be AISI Type 304. Tubing shall be ASTM Grade TP304, 0.028-inch minimum wall thickness for flareless "bite" type with threaded nut and ferrule fittings.

- B. Valves shall be stainless steel eccentric plug valves with a bolted-on non-removable lever actuator. Valves shall be equal to DeZuric Figure 130 with synthetic rubber faced plugs. Valves shall have screwed or flanged ends as required. Valves for gas service shall be designed for gas service and shall provide leak-proof shutoff.
- C. Diaphragm seals shall provide continuous isolation between pressure gauges, switches, and transmitters from process fluid. Upon instrument removal or failure, there shall be no leakage. Seals shall be of the type to allow instrument and diaphragm top housing to be removed from the process piping with no leakage of process fluid. Seal fill fluid shall be incompressible, non-corrosive, and suitable for materials of construction and temperature encountered, and shall be selected to minimize temperature effect. Sludge piping process connections shall be 1-1/2-inch, 150 pound flanged. Gas and water piping process connections shall be 3/4-inch NPT. All instrument piping connections shall be 1/2-inch or 1/4-inch NPT, as required. All process connections shall have a 1/4-inch NPT flushing connection with a 316 SS plug.
- D. All mechanical fasteners such as bolts, nuts, screws, cinch anchors, clamps, etc., shall be stainless steel.
- E. All special mounting brackets shall be stainless steel, galvanized, or nonferrous non-corrosive metal.
- F. All equipment mounted outdoors that includes any type of visual indicator, LCD, etc., shall be furnished with a sun visor.
- G. All equipment located outdoors shall include a thermostatically controlled space heater.
- H. All field instruments and devices shall be equipped with a 1-inch x 3-inch stainless steel identification tag firmly affixed to the instrument or device with stainless steel fasteners. Each tag shall show the manufacturer's name, serial number, part number, tag number (to be approved by the Engineer), calibrated ranges, or calibration constants.
- I. For each type of device installed, the Contractor shall supply two complete sets of software, hardware, calibration devices, and cabling, used to configure, calibrate, or make adjustments.

PART 3 EXECUTION

3.01 GENERAL

- A. The features and installation of the instrumentation shall be coordinated for optimal performance with the characteristics of the process material to be metered.
- B. Care must be exercised to identify locations that meet the requirements of the manufacturer including upstream and downstream distances, pressures, temperatures, and accessibility for maintenance.
- C. Verify equipment requirements and dimensions with provisions specified under this Section. Check actual field conditions, report necessary changes, and submit equipment reflecting changes.

- D. Coordinate Work with other trades to avoid conflict and to provide correct rough-in and electrical connection requirements. Inform Contractors of other trades of the required access to and clearances around equipment to maintain serviceability and code compliance.
- E. Where the installation of any device is dependent on, or affected by, Work performed under other sections of these specifications, the Contractor shall coordinate the Work. Installation coordination includes the correct location and placement of devices, piping to the equipment, pipe taps, control power circuits, connections to the control system, etc.
- F. Installation of instrumentation in an existing system being modified, replaced, or abandoned, shall be coordinated with the Owner and shall be performed to minimize operational disruptions and minimize time that equipment may be out of service.

3.02 INSTALLATION

- A. Installation shall include the provision of materials, and the coordination of all details, necessary to properly install the instruments including location, arrangement in piping, power source, signal wiring and conduit, special brackets, and all mounting hardware.
- B. All instrumentation devices shall be installed in accordance with the manufacturer’s installation requirements.
- C. Wiring practices for intrinsically safe systems shall be in accordance with ISA RP12.06.01.
- D. Instruments shall be installed so that the various components are accessible for maintenance. Care shall be taken in the installation to ensure sufficient space is provided between instruments and other equipment, including piping, for ease of removal and servicing. All instruments shall be readily accessible from grade, permanent platforms, or fixed ladders.

3.03 STARTUP AND TRAINING

- A. The Contractor shall provide the services of component manufacturer’s factory trained personnel for the supervision of installation, initialization, and calibration of equipment.
 - 1. These services shall also include a minimum of one eight-hour day to instruct the Owner’s personnel in the operation and maintenance of the equipment. Specifically, these services shall be provided for but not limited to the following equipment items: All new equipment that is provided by Contractor.

Specification Subsection	Description
2.08A	MAGNETIC FLOW METER

PART 4 SPECIAL PROVISIONS

4.01 GENERAL

- A. Schedules included herein are intended to supplement the Drawings and are not guaranteed to be complete. All instrumentation devices shown in the Contract Documents or otherwise required to complete the Work shall be furnished and installed.

4.02 RESERVED

4.03 FLOW INSTRUMENT SCHEDULE

- A. The following schedule is a listing of new flow devices to be installed.
B. The following letter designations are used in the schedule:

Item Designation:

FT-1	First Letter	F	=	Indicates Flow Device
	Second Letter	T	=	Function, Transmitter
	Number	1	=	Item Number

Function:

S	Switch
I	Indicator
T	Transmitter

- C. Flow devices are numbered on the Drawings and scheduled as follows:

Item Designation	Function	Pipe Size	Range gpm	Process psig/in. H2O	Process Conditions	Power Supply	NEMA Rating	Dwg No.	Spec No.
FT-115	Transmitter	12"	1600		Water	120VAC	6P	C-1.3	2.08
FT-117	Transmitter	12"	1600		Water	120VAC	6P	C-1.4	2.08
FT-136	Transmitter	10"	1000		Water	120VAC	6P	C-1.5	2.08
FT-137	Transmitter	10"	2000		Water	120VAC	6P	C-1.6	2.08
FT-138	Transmitter	10"	1200		Water	120VAC	6P	C-1.7	2.08
FT-139	Transmitter	10"	1200		Water	120VAC	6P	C-1.8	2.08
FT-140	Transmitter	10"	1300		Water	120VAC	6P	C-1.9	2.08
FT-141	Transmitter	10"	1300		Water	120VAC	6P	C-1.10	2.08
FT-142	Transmitter	12"	1000		Water	120VAC	6P	C-1.11	2.08
FT-143	Transmitter	8"	1100		Water	120VAC	6P	C-1.12	2.08
FT-144	Transmitter	12"	1390		Water	120VAC	6P	C-1.13	2.08
FT-145	Transmitter	12"	1580		Water	120VAC	6P	C-1.14	2.08
FT-146	Transmitter	12"	1530		Water	120VAC	6P	C-1.15	2.08
FT-147	Transmitter	12"	1440		Water	120VAC	6P	C-1.16	2.08
FT-148	Transmitter	12"	1750		Water	120VAC	6P	C-1.17	2.08
FT-149	Transmitter	12"	1750		Water	120VAC	6P	C-1.18	2.08
FT-150	Transmitter	12"	1750		Water	120VAC	6P	C-1.19	2.08
FT-151	Transmitter	12"	1200		Water	120VAC	6P	C-1.20	2.08
FT-152	Transmitter	12"	1200		Water	120VAC	6P	C-1.21	2.08
FT-153	Transmitter	12"	1200		Water	120VAC	6P	C-1.22	2.08
FT-154	Transmitter	12"	1300		Water	120VAC	6P	C-1.23	2.08

4.04 RESERVED

4.05 RESERVED

4.06 RESERVED

4.07 SPARE PARTS

- A. The Contractor shall furnish spare parts as shown in the Spare Parts Schedule. The spare parts shall be individually packaged for protection against dirt and moisture. Each package shall be labeled as to its contents with a description and part number.
- B. All spare parts shall become the property of the Owner. The Contractor shall maintain the spare parts inventory level as shown in the Spare Parts Schedule, and replace at no cost to the Owner all spare parts consumed during the one-year warranty period.

4.08 RESERVED

END OF SECTION

**SECTION 332108
COMMUNITY WATER SUPPLY WELLS - ROCK**

PART 1 GENERAL

1.01 SUMMARY

- A. The Project includes the furnishing of all labor, materials, supplies, equipment, tools, transportation, recommendations, testing, services, and appurtenances, unless hereinafter specifically excepted, necessary to satisfactorily complete twenty-one (21) replacement test production wells that, upon approval by EGLE, will serve as a Type I Community Water Supply (CWS) wells.
- B. Type I CWS work shall be completed as directed by the ENGINEER and permitted by EGLE. The scope of the work for this work may be changed, as required, to meet conditions found in the field or results of laboratory analyses, tests and as the ENGINEER, OWNER or regulatory agencies find necessary.

1.02 QUALITY ASSURANCE

- A. The CONTRACTOR shall have been engaged in the business of test pumping, constructing pilot holes, and mud/air rotary wells of large diameter, depth, and anticipated production equivalent to the proposed production well(s) for a period of at least ten (10) years.

The CONTRACTOR shall submit a list of the last three (3) municipal well owners other than the OWNER for whom the CONTRACTOR has drilled equivalent municipal wells. The list shall include the owner's name and address, phone number, casing diameter, type and depth.

The CONTRACTOR shall employ only competent workers for the execution of the work and all such work shall be performed under the direct supervision of an experienced field superintendent with a minimum of five (5) years' experience in this type of drilling satisfactory to the ENGINEER/OWNER.

- B. All work and products shall meet or exceed the applicable portions of the Federal, State and Local laws, ordinances, rules, regulations and standards including the latest edition of the following:
 - 1. American National Standards Institute (ANSI)/American Water Works Association (AWWA) A 100 – Water Wells, AWWA C 200 – Steel Water Pipe 6 in. and Larger
 - 2. American Society for Testing Materials (ASTM)
 - 3. American Welding Society (AWS) D1.1 Structural Welding Code

4. National Sanitation Foundation (NSF) 61, Drinking Water System Components
5. Michigan Safe Drinking Water Act 399 of the Public Acts of 1976 and associated administrative rules and regulations, as amended
6. Michigan Water Well Construction and Pump Installation Code, Part 127 - Act 368 of the Public Acts of 1978, as amended
7. Michigan Water Well Grouting Manual, A Guide for the CONTRACTOR, 1988
8. Michigan Department of Environment, Great Lakes, and Energy Water Bureau, Suggested Practices for Water Works Design, Construction and Operation for Type I Public Water Supplies
9. Michigan Department of Environment, Great Lakes, and Energy, Michigan's Water Well Disinfection Manual, July 2003, updated April 2022
10. Great Lakes - Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, Recommended Standards for Water Works (10 State Water Standards), 2022

1.03 RECORDS AND SUBMITTALS

- A. One (1) copy (each) of all records shall be submitted to the ENGINEER as necessary to convey information adequately. They shall include:
 1. Depth at which each change in formation occurred
 2. Thickness of each stratum
 3. Depth at which groundwater is encountered
 4. Static water level
 5. Total depth of the completed well
 6. Borehole diameter
 7. Depth or location of lost drilling fluids, materials, or tools
 8. Depth, length, diameter, and description of all well casings including casing material and wall thickness
 9. Type, thickness, and quantity of grout
 10. Drilling fluid additives (Type and Quantity)
 11. Development pumping records including any swabbing and surging/air lift pump records
 12. Sand production records
 13. Aquifer Performance Test Data
 14. An electronic copy of the color video log for the test production well casing.
 15. Bacteriological water quality test results

16. Any other information required by EGLE
- B. Within ten (10) days of drilling to the end of the test production well installation, CONTRACTOR is to provide one (1) copy of each driller's log to the ENGINEER, two (2) copies to the County Health Department, and other agencies as may be required, including loading the logs into the EGLE Wellogic system.
- C. Within ten (10) days of substantial project completion, CONTRACTOR is to provide two (2) copies of all well construction logs to ENGINEER and the County Health Department and other agencies as may be required.

1.04 GUARANTEE

- A. Guaranteed Conditions. For a period of one year after acceptance of the well by the OWNER, the CONTRACTOR shall make the following guarantees and accept the following responsibilities concerning work:
 1. Sand production shall be less than 8 mg/L within two (2) hours after start of pumping at the constant pump test rate of the well. Sand limits shall be determined per Section 3.02.D.3 sand limits.
 2. The well casing and rock borehole shall remain intact throughout its entire length.
 3. Plumbness and alignment shall remain within tolerances set forth in specifications.
- B. Demonstration and Compliance
 1. To demonstrate compliance with the above, the CONTRACTOR shall perform a test of the well after six (6) months of operation and again after eleven (11) months of operation. These tests shall be witnessed by representatives of the OWNER and certified copies of the test results shall be furnished to OWNER. OWNER shall be notified 48 hours prior to the scheduled test. The test shall consist of a sand test of the well in accordance with Section 3.02.D.3

PART 2 PRODUCTS

2.01 CASING

- A. Test Production Wells:
 1. Casing shall be new ASTM A53 prime pipe and shall conform to AWWA C 200 standards and all EGLE standards for Type I wells.
 2. CONTRACTOR shall provide an adequate size to meet CONTRACTOR determined strength requirements in accordance with AWWA A100 which meets or exceeds a minimal production as specified by ENGINEER.
 3. Casing weight and thickness shall comply with Rule 126 of the Michigan Water Well Construction and Pump Installation Code, Part 127 - Act 368 of

the Public Acts of 1978, as amended (Part 127). For a 16-inch ID steel casing, the minimum wall thickness shall be 0.375 inches, and the weight shall be at least standard weight (62.58 lb/ft for plain end or 65.30 lb/ft for threaded/couplings).

4. The casing shall be continuous and watertight from top to bottom, except for the rock borehole, and have threaded couplings or welded joints. Couplings or welds must comply with Rule 127 of Part 127.
5. The entire length of the casing shall be sealed with neat cement grout.
6. Provide the casing with centering guides welded or otherwise securely attached to the casing, to ensure unobstructed, uniform placement and thickness of grout.
7. For the purpose of bidding, assume a minimum 22-inch open borehole will be constructed with a 16-inch ID casing to the base of the unconsolidated formation and continue into the rock formation until at least 5 feet of continuous competent bedrock has been penetrated. The casing depth of each replacement well will be based on field observations during drilling and is expected to be consistent with the corresponding existing well, as detailed in Table 1 below.
8. For the purpose of bidding, assume a 15-inch open borehole will be drilled out through the bottom of the grouted 16-inch ID casing. The borehole depth of each replacement well will be based on field observations during drilling and is expected to be consistent with the original borehole depth of the corresponding existing well, as detailed in Table 1 below.

TABLE 1 – WELL CONSTRUCTION SUMMARY

Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
14	*114	47.2	124	1000	*See note
15	*115	40	141	1100	*1600
17	*117	48.6	133	1100	*1600
36	136	31	147	1000	1000
37	137	41	145	2000	2000
38	138	47	152	1200	1200
39	139	30	145	1200	1200
40	140	30	148	1300	1300
41	141	50.6	147	1300	1300
42	142	21	150	1000	1000
43	143	25	148	1100	1100
44	144	67	142	1390	1390
45	145	66.3	145	1580	1580
46	146	64.9	143	1530	1530
47	147	56.9	147	1440	1440
48	148	50.5	151	1750	1750
49	149	63	153	1750	1750
50	150	53.1	153	1750	1750

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51	151	93	148	1200	1200
52	152	98	149	1200	1200
53	153	98.5	154	1200	1200
54	154	76.6	150	1300	1300

*It is anticipated that Wells 14, 15, and 17 will be replaced by Wells 115 and 117. An additional Well 114 will be constructed only if needed to meet the current baseline capacity. For the purposes of bidding, assume Well 114 will not be constructed.

9. The casing shall extend from a minimum of two feet above ground to at least 5 feet below the top of the competent bedrock. For wells located within the 100-year floodplain, the casing shall extend at least two feet above the 100-year flood elevation. This will apply to the replacement wells for the following (Table 2).

TABLE 2 – FLOOD PLAIN CASING HEIGHT SUMMARY

Well Identification	100-Year Flood Elevation*	Replacement Well Minimum Casing Height
117	830.0	832.0
145	830.1	832.1
151	830.2	832.2
153	830.4	832.4
154	830.1	832.1

*Source: FEMA Flood Insurance Rate Map, April 4, 2011

10. CONTRACTOR shall secure casing with a temporary welded plate.

2.02 GROUTING AND SEALING FOR TEST PRODUCTION WELLS:

- A. Material:
 1. Neat cement shall consist of a mixture of Type I Portland cement (ASTM C150) or Type IL Portland cement (ASTM C595), and not more than six gallons of potable water per bag (one cubic foot or 94 pounds) of cement the entire length of the casing.
- B. Installation:
 1. Grouting shall be conducted in conformance with the Michigan Water Well Construction Code (Part 127) and with EGLE ODWMA-399-016 Grouting of Community Water Supply Wells. The annular space between the permanent casing and the borehole shall be completely filled.

PART 3 EXECUTION

3.01 SITE CONDITIONS

- A. ENGINEER shall complete all necessary water sampling (non-bacteriological), coordination of laboratory analysis, EGLE permitting, aquifer performance test data collection and analysis, unless otherwise specified.

- B. CONTRACTOR shall clean and disinfect all equipment prior to mobilization.
- C. CONTRACTOR shall not proceed to set up or drill before ENGINEER with CONTRACTOR have witnessed boring locations onsite.
- D. CONTRACTOR shall be responsible for on-site excavation and land-work required for drilling activities.
- E. CONTRACTOR shall use designated site access as determined by ENGINEER and OWNER.
- F. CONTRACTOR shall be responsible for site access clearing including snow or tree removal as necessary to complete drilling activities.
- G. CONTRACTOR shall restore all disturbed areas to original condition.
- H. CONTRACTOR shall, within 14 days of significant work completion, restore slurry pit area to conditions existing prior to construction and with compaction that is comparable with adjacent soils.
- I. CONTRACTOR shall remove all materials brought on to the site that are not part of any well.
- J. CONTRACTOR shall obtain all necessary utility clearances prior to drilling activities.
- K. CONTRACTOR shall be responsible for assuring site security and safety during testing.

3.02 TEST PRODUCTION WELLS, AQUIFER PERFORMANCE TESTING, WATER QUALITY TESTING

This work consists of construction and development twenty-one (21) test production wells, aquifer performance testing, and water quality testing.

- A. The CONTRACTOR shall prepare for and install the test production wells. The test production wells shall be constructed to a depth based on observations during drilling. For bidding purposes, it shall be assumed that the test production well depths will be as detailed in Table 1. The borehole sizes shall be determined by the CONTRACTOR and shall allow proper placement of grout. CONTRACTOR shall provide minimum 48-hour notice in advance of drilling and well installation activities.
- B. The test production wells shall be installed in a boring drilled at locations staked by the ENGINEER.
- C. CONTRACTOR shall provide access to drill cuttings through a horizontal discharge before cuttings enter mud pit. CONTRACTOR shall collect representative drill cutting samples and measure and record the rate of penetration and mud loss for each 10-foot interval during the test production well drilling, or less if a change in penetration rate or mud loss occurs as the borehole is advanced.
- D. Well Development:
 - 1. The development shall remove the native silts, clays and drilling fluid residues deposited on the borehole face and in adjacent portions of the aquifer next to the well or rock borehole. The CONTRACTOR shall assume one hour of initial well development be performed for each foot of rock

borehole using mechanical and/or air lift surging methods. Sediment that falls to the bottom shall be continually removed by either pumping or bailing. Additional well development shall continue until the sand limits (as defined below) are satisfied and ENGINEER decides that additional development is not necessary.

2. The quality of the test production well development shall be determined during the test production well aquifer performance tests. The purpose is to determine if sand-free water is produced at the maximum capacity of the well. The sand content of the well water shall be tested using the method described below.

3. Sand limits:

After development and during the aquifer performance tests, the sand content of the water shall be determined by the CONTRACTOR by averaging the results of 5 samples collected at (1) 15 minutes after beginning the test, (2) 25 percent of total test time, (3) 50 percent of total test time, (4) 75 percent of total test time, and (5) at the end of the aquifer performance test. Samples shall be collected using an Imhoff Cone. The sample shall be allowed to settle not less than 10 minutes before the sand content is measured. The CONTRACTOR shall collect and analyze all samples and provide written documentation of the results to the ENGINEER.

a. If the water contains greater than 8 mg/l sand, silt or clay additional well development shall be required. Additional well development shall continue until less than 8 mg/l of sand is achieved or as ordered by ENGINEER or OWNER.

b. As necessary, the CONTRACTOR shall obtain a general NPDES permit for wastewater discharge.

E. Test Production Well Plumbness and Alignment

1. The maximum horizontal deviation of the wells from vertical shall not exceed two thirds of the casing inside diameter.

2. The alignment shall allow the successful installation and operation of the pumping equipment.

F. Grading

1. CONTRACTOR shall grade the ground surface within a 25-foot radius from the test production well casing so surface water is diverted away from the well.

G. Test Production Well Aquifer Performance Testing:

1. The pumping rate at each test production well will be determined by the ENGINEER and the CONTRACTOR based on the baseline capacity of the

corresponding existing well. The target flow rate will be up to 125% of the permitted capacity, listed in Table 1.

2. The test shall be completed for a minimum of 8 hours of continuous pumping.
 3. Pumping rates and durations may vary from these estimates if approved by ENGINEER.
 4. CONTRACTOR shall provide a test pump, power, a water level measuring device, and a flow meter or orifice pipe for measuring the discharge from the well and any other required equipment.
 5. CONTRACTOR shall be responsible for providing a constant discharge rate for the duration each test.
 6. CONTRACTOR shall be responsible for providing an accurate device to measure flow on a continuous basis.
 7. Water level readings shall be made with an electronic water level tape or equivalent method. The CONTRACTOR shall install a 1" diameter access tube into the test wells to allow for the water level probes to be inserted into the wells.
 8. ENGINEER shall collect additional water level measurements using a digital data logger. The CONTRACTOR shall assist the ENGINEER in making sure recording devices can be properly placed in the wells.
 9. CONTRACTOR shall provide means for discharge away from the test site area. CONTRACTOR shall plan to discharge at a location at least 500 feet away from the test production well.
 10. As necessary, the CONTRACTOR shall obtain a general NPDES permit for waste water discharge.
 11. The test shall be run under the observation of ENGINEER.
 12. CONTRACTOR shall provide at least one (1) person to maintain the equipment during the tests and collect measurements.
 13. CONTRACTOR shall provide minimum 7-day notice to ENGINEER in advance of tests.
 14. ENGINEER shall be responsible for analysis of the aquifer performance test data.
- H. Water Quality Sampling:
1. Water Quality Sampling (non-bacteriological):
 - a. Sampling Schedule will be verified by CONTRACTOR with ENGINEER. ENGINEER shall provide and collect non-bacteriological water samples at the end the aquifer performance test.
 2. Bacteriological testing:

- a. CONTRACTOR shall conduct Water Quality Sampling at the end of the aquifer performance test. The sampling should include testing for total and e-coliform.
 - b. CONTRACTOR shall provide sampling containers and coolers.
 - c. CONTRACTOR shall pay laboratory fees for bacteriological Water Quality Sampling and analysis. CONTRACTOR shall pay for any and all additional bacteriological testing if required by EGLE.
- I. Test Production Well Disinfection:
- 1. General:
 - a. Disinfect test production wells before and after the aquifer performance test. The purpose of the disinfections is to remove local bacteriological contamination related to the installation of the well prior to a determination of microbiological quality testing.
 - b. The CONTRACTOR shall follow procedures outlined in EGLE Water Well Disinfection Manual, 2022. These procedures shall be discussed with the ENGINEER prior to disinfection.
 - c. Final disinfection shall comply with AWWA C654.
 - d. CONTRACTOR shall dispose of chlorinated water in accordance with EGLE regulations.
 - e. Water additives such as chlorine shall not be discharged to a surface water body, sewer or drain.
 - f. CONTRACTOR shall use dechlorination equipment prior to discharge if detectable levels of chlorine from disinfection are present in the discharge.
 - g. CONTRACTOR shall obtain general NPDES permit for waste water discharge from a potable water supply.
- J. Capping of Wells:
- 1. CONTRACTOR shall install a temporary welded cap on the test production wells.
 - 2. CONTRACTOR shall be responsible for any objectionable material that may fall into the wells and any affect it may have on water quality and quantity until completion and acceptance of the Work by ENGINEER.

PART 4 SPECIAL PROVISIONS

4.01 SPECIAL PROJECTS

Not used

END OF SECTION

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CITY OF BATTLE CREEK
SPECIAL PROVISION
FOR
WATER MAIN

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I General

1 Description

This work shall consist of excavating, installing, testing, disinfecting, and backfilling water mains and appurtenances and providing as-built plans of the completed work. The Contractor shall furnish all labor, equipment and materials necessary to properly complete the work as shown on drawings and as specified herein.

All work and materials shall be in accordance to the requirements per Section 823 of the *2020 Standard Specifications for Construction* by the Michigan Department of Transportation.

II Construction Materials and Products

1 Shop Drawings

- a Shop drawings and manufacturers detailed literature shall be submitted to the Engineer for approval before any work may begin. These drawings shall detail the thrust restraint design for all fittings and pipe. Restraint shall be restraint joint pipe mechanism based on "Thrust Restraint Design for Ductile Iron" Sixth Edition 2006 as published by the Ductile Iron Pipe Research Association. Thrust blocks shall not be considered for calculating restraint design. The design shall be based on 150 psi or two times the working pressure, whichever is greater.

2 Pipe and Fitting Identification

- a Each pipe, fitting or special section shall have plainly and permanently marked thereon:
- Pipe class.
 - Thickness class.
 - Manufacturer's name or trademark.
 - On bends, the angle turned thereby.
 - Identification of specials to show proper location in line.
 - On beveled pipe, amount of bevel and point of maximum bevel.
 - Each end of each bevel end pipe, fitting, or special shall be marked with a stripe of paint, approximately 1½ inches wide and 2 feet long applied along the top centerline.
 - The Contractor shall be responsible for the handling and storing of all materials per manufacturer's recommendations and to prevent deterioration and contamination from exposure to the weather and other conditions.
 - All damaged parts upon delivery or from storage shall be replaced at no cost to the owner.

3 Ductile Iron Pipe

- a AWWA C151 minimum thickness Class 52 Pipe, cement – mortar lined and bituminous coated inside and outside in accordance with AWWA C104 and meeting NSF-61 rating.
- b Joints:
- i. Slip-on compression type joint or mechanical joint meeting AWWA C111
 - ii. Rubber gaskets shall conform to ANSI A21.11, AWWA C111, and AWWA C115
 - iii. In contaminated areas gaskets shall be nitrile or fluoroelastomer.
- c Fittings:
- i. Full Body meeting AWWA C110

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- ii. Compact meeting AWWA C153
- iii. All fittings to have mechanical joints meeting AWWA C111 and restrained.

See Appendix A, City of Battle Creek Approved Material Listing for joint restraints, ductile iron pipe, and pipe fittings.

4 Polyvinyl Chloride (PVC) Pipe

- a. AWWA C900 DR18 PVC pressure pipe water main shall be manufactured from compounds conforming to PVC cell classification of 12454 as defined in ASTM D1784. Pipe shall be blue in color, stamped NSF-pw and carries approval of ANSI/NSF Standard 61 and NSF-14. PVC pressure pipe will only be allowed up to 12 inches in diameter. PVC pipe shall not be installed in areas of known contamination.
- b. Joints
 - i. Slip-on compression type joint shall conform to ASTM F477 and ASTM 3139
 - ii. Restrained joints shall utilize either JM Eagle Eagle Loc 900™ restrained joint system or Northern American Certa-Lok™ restrained joint system or approved equal.
- c. Fittings
 - i. Full Body meeting AWWA C110
 - ii. Compact meeting AWWA C153
 - iii. All fittings to have mechanical joints meeting AWWA C111 and restrained.

See Appendix A, City of Battle Creek Approved Material Listing for joint restraints, PVC pipe, and pipe fittings, and saddles. Saddles shall be required on all Water Services connections to PVC pipe.

5 Valves and Boxes.

Resilient Wedge Gate Valves.

Required on 4" mains to 12" mains, or as directed by the Engineer.

- a. All gate valves shall conform to the latest revision of AWWA Standard C509 or C515 covering resilient seated gate valves. Valves shall be rated 250 psi. All ferrous components shall be ductile iron.
- b. Gate valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.
- c. The valves shall be non-rising stem, opening by turning stem Left (counter clockwise) and provided with a 2" square operating nut with the word Open and an arrow cast in metal to indicate the direction to open. Operating nut shall be constructed of ductile iron and shall have four flats at the stem connection.
- d. The wedge shall be of ductile iron completely encapsulated with rubber. The wedge shall be symmetrical and seal equally well with flow in either direction.
- e. The sealing rubber shall be permanently bonded to the cast iron wedge to meet ASTM tests for rubber metal bond ASTM D429.
- f. Valves shall be supplied with o-ring seats at all joints. No flat gaskets allowed.
- g. Stems shall be cast bronze with integral collars in full compliance with AWWA. The stem stuffing box shall be o-ring seal type with 2 o-rings located above the thrust collar and 1 o-ring below. The 2

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o-rings above the collar shall be replaceable with the valve fully open and at its full working pressure.

- h. There shall be 2 low torque thrust bearings located above and below the thrust collar. The stem nut shall be independent of the wedge and shall be made of solid bronze. There shall be a smooth, unobstructed waterway free of all pockets, cavities and depressions in the seat area.
- i. The body and bonnet shall be coated with fusion bonded epoxy both interior and exterior, complying with AWWA C550 and be NSF 61 approved. Each valve shall have the manufacturers' name, pressure rating and the year manufactured, cast on the body.

See Appendix A, City of Battle Creek Approved Material Listing for resilient wedge gate valves.

b Butterfly Valves.

Required on 16" mains or larger, or as directed by Engineer.

- i. Butterfly valves shall comply with the latest revision of AWWA Standard C-504 Class 150B.
- ii. Butterfly valves shall be built to withstand a 150 psi working pressure.
- iii. Butterfly valve bodies shall be cast iron ASTM A126 Class B with mechanical joint ends complete with accessories (rubber, bolts, and glands).
- iv. Butterfly valve discs shall be ductile iron ASTM A536 Grade 65-45-12. All internal cast iron parts exposed to flowing water shall be coated with black asphaltic.
- v. Butterfly valve body seating surface shall be stainless steel ASTM A276, Type 304. The mating seating shall be natural rubber or "Buna N Rubber" meeting the requirements of ASTM D2000. Seating shall be a 360 degree resilient seat fully field adjustable and field replaceable without valve disassembly.
- vi. Butterfly valve shafts shall be single solid stainless steel ASTM 276, Type 304. The shaft and disc shall be connected by means of O-ring sealed taper pin held in place by a self-locking nut. The disc shall be held in the center of the valve by factory set thrust rings or collars. Shaft seals shall be of O-ring type or V-type packing.
- vii. Installation is for buried service. The valve shall be key operated with a 2" square operating nut open left (counter clockwise) and shall be located on the main side nearest to the edge of road or curb.

See Appendix A, City of Battle Creek Approved Material Listing for approved product listing for butterfly valves.

c Valve Boxes.

All buried valves shall be provided with valve boxes. Valve boxes shall be cast iron, 2-piece with screw type extension sleeve adjustment and suitable for the depth of cover required by the drawings. Valve box shafts shall be 5-1/4 inches in diameter and shall have a minimum thickness at any point of 3/16 inch. Valve box bases shall encapsulate the entire valve stem assembly, but not rest directly on the valve. Covers shall be of a round plug type suitable for easy removal, and shall have cast thereon the word "WATER."

- i. All parts of valve boxes, bases and covers shall be coated by dipping in hot asphalt varnish.

See Appendix A, City of Battle Creek Approved Material Listing for approved product listing for valve box castings.

d. Service boxes.

Service boxes for 1 inch curb stops shall be two-piece 6500 Series Tyler Union 95-E which has a maximum height of 64 inches. Services deeper than 64 inches must utilize one of the following extensions: Tyler 151, 152, 153, or 154.

Service box for 2 inch curb stop shall be cast iron, 2-piece with screw type extension sleeve adjustment and suitable for the depth of cover required by the drawings. Valve box shafts shall be 5-1/4 inches in diameter and shall have a minimum thickness at any point of 3/16 inch. Valve box bases shall encapsulate the entire curb stop assembly, but not rest directly on the curb stop. Covers shall be of a round plug type suitable for easy removal, and shall have cast thereon the word "WATER."

1 inch services shall be installed with a "Vadle Curb Box Lock" as per the manufactures recommendation and be included in the cost of other items.

See Appendix A, City of Battle Creek Approved Material Listing for approved product listing for valve box castings.

6 Fire Hydrant Assemblies.

- a. Hydrants shall conform to AWWA C502, as amended to date. All hydrants shall be "breakable" or "traffic" design, with replaceable sections or components of the barrel and stem.
- b. Hydrants shall have a compression type shut-off, opening against the pressure and which will remain closed in the event of accident, damage or breaking of the hydrant barrel.
- c. Hydrants are to have a minimum 5¼ inch valve opening with a 6 inch mechanical joint inlet and a 6 inch mechanical joint auxiliary gate valve between the water main and the hydrant. Auxiliary gate valves shall be provided with a valve box.
- d. Hydrants shall be provided with two or more drain outlets, which are part of the main valve mechanism. The drain outlets are to be tapped and the drain plugs are to be threaded brass and installed at the time of delivery. Removal of drain plugs shall be done by the Contractor prior to backfill unless groundwater is encountered or the Engineer directs otherwise. Where necessary for drainage, aggregate meeting the requirements for MDOT Class 4G, 34R, or 34G as specified in Section 902 of the MDOT 2020 Standard Specifications for Construction, shall be placed at the base of the hydrant.
- e. Hydrants shall have O-ring packing.
- f. Hydrants, including tops and nozzle caps, shall be painted chrome yellow.
- g. Hydrants shall open left (counter-clockwise). Hydrants shall have two standard 2½ inch hose nozzles and one 4½ inch pumper nozzle with National Standard Fire Hose threads and shall be equipped with caps, cap gaskets and chains.
- h. Operating nuts are to be pentagon in shape, measuring 1½ inches from flat to point. Height of the nut shall be at least 1 inch.
- i. Hydrants shall be designed so that the direction of the nozzles can be reoriented without digging up the assembly.

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- j. Hydrants shall be designed so that an extension to the barrel can be added above ground without excavation. Extensions shall be available in 6 inch increments.
- k. Hydrants shall be designed so that no excavation is needed to remove the main valve and movable parts of the drain valve.
- l. The bronze valve seat shall be threaded into a bronze drain ring or shoe bushing to provide ease of removal of the valve and valve seat on any hydrant that requires removal of the valve seat to replace the valve.

See Appendix A, City of Battle Creek Approved Material Listing for approved product listing for valve box castings.

7 Water Service Connections.

- a. Copper pipe service connections of 1 inch or 2 inch, shall be in accordance with ASTM Specification B88, or Federal Specification WW-T-799; "Type K", soft tempered copper or HDPE pipe in accordance with ASTM F876, F877, F2023, F2657, constructed per AWWA C 904, and meet ANSI/NSF Standard 61 & 14.
- b. Plastic service connections of 1 inch or 2 inch shall be SDR 9 in accordance with ASTM D2737, constructed per AWWA C 901, and meet ANSI/NSF Standard 61. Pipe dimensions shall meet copper tubing size standards.
- c. Corporation stops shall be bronze, AWWA C-800 Table 1 standard inlet with AWWA standard outlet for compression fitting.
- d. Curb stops shall be bronze, AWWA C-800 standard for compression fittings.
- e. Service clamps for 2 inch service connections shall be of the double strap type, ductile iron, with all stainless steel or galvanized parts, similar to Romac Style 202NU.
- f. Fittings for copper water services shall be of the compression type. Soldered joints shall not be used where pipe is buried.

See Appendix A, City of Battle Creek Approved Material Listing for approved product listing for valve box castings.

8 Pipe location devices

- a. All buried PVC and HDPE piping to have an electrically conductive [14 gauge] tracer wire with HDPE jacket to locate the pipe from grade level. All grade level connection points for the purpose of locating buried pipe to be identified and submitted to the municipality.
- b. Tracer wire to be secured to the PVC or HDPE pipe at [10 ft.] maximum intervals.
- c. Tracer wire intersections shall be electrically isolated from ground and continuity provide per manufacture's recommendation.
- d. Subsurface waterproof connectors specifically designed for buried service to be used.

9 Manhole Covers.

Covers shall meet the requirements of MDOT "Q" cover and the City of Battle Creek's Standard Water Main Detail sheet that includes the city logo and the words "WATER" imprinted into the casting.

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10 Pipe Testing.

At the discretion of the Engineer, pipe shall be tested for conformity with AWWA and ASTM specifications. The Engineer may choose one pipe per 1,000 feet of construction. The entire costs of testing shall be the Contractor's responsibility, whether performed by an independent testing lab or as part of the manufacturer's quality control.

11 Disinfection Materials.

- a. **High Test Calcium Hypochlorite (HTH, "Perchlora", "Maxochlor", "Pittchlor").** Approved only for tablet and granular method- Powder and water shall be mixed to form a 1 percent chlorine solution (10,000 ppm), pumping solution at a constant rate into the water main while bleeding off the water at the extreme end.
- b. **Sodium Hypochlorite (Liquid Chlorine).** - Liquid chlorine conforming to AWWA B300 may be applied to the water main much the same way as the hypochlorite solution listed above.
- c. **Chlorine Gas.** - Chlorine gas shall not be used.

III Construction Methods

1 Scope of Work

This section consists of excavation and backfill; placement of pipe, fittings and appurtenances; and disinfection of the completed water system per Section 823 of MDOT 2020 Standard Specification for Construction, 10 State Standards, AWWA C600 and C605 along with the following specifications. It is the Contractor's task to proceed with the construction as rapidly and as expeditiously as possible and to present the City with a complete, sound, and operable piping system.

- a. The city will notify customer of shutoffs outside the project limit, but necessary to complete the work. The contractor will be required to notify residences within the project limits via door hangers that the city will provide, but contractor must complete the information for times and durations of shutoffs along with providing contact information for coordination of work.
- b. Contractor will be allowed to operate valves within the project limits and as designated by the Engineer until acceptance of the completed water main system.
- c. Salvaged material shall be made available to the City of Battle Creek at a designated location within the project limits or other location as agreed to in the Progress Meeting. Written notification of the material's availability shall be from the Contractor to the Project Engineer, at which the city will be given 14 days to remove the salvaged material after which it becomes the property of the Contractor. Salvage material includes, but not limited to, hydrants, manhole castings, valves, boxes, and other appurtenances.

2 Trench Excavation.

Water pipe shall be laid according to Utility Trenches detail F or G, as shown on MDOT Standard Plans R-83-C unless otherwise noted. Pedestrian crossings shall be erected and maintained by the Contractor where designated by the Engineer. The Contractor shall provide access to homes, commercial, industrial, etc. establishments as soon as backfill is completed. Said access shall always be provided during periods when the Contractor is not performing construction operations.

No trench shall be left open and unattended when pipe work is not being executed within the trench unless under an emergency in which case the trench shall be closed by fencing, barricading, or other methods until the emergency is resolved. In no case shall the trench be left open overnight or on a weekend or holiday.

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Undercutting unstable soil conditions within the trench shall be per Section 402.03.A of the current MDOT Standard Specifications for Construction and as directed by the Engineer.

3 Dewatering.

Dewatering of trenches shall be included as part of the water main installation with no separate payment. Dewatering shall be performed as necessary and shall conform to Section 402 of the current MDOT Standard Specifications for Construction, with the following additional requirements.

- a The Contractor shall perform his dewatering operations whenever groundwater conditions create an unstable trench bottom. An unstable trench bottom is defined as "Conditions that prevent placement of pipes true to line and grade."
- b The method of dewatering will be subject to review by the Engineer.
- c The City will be responsible for temporary service of an individual water supply where these supplies are cut off due to lowering of the water table during construction. The Contractor shall not lower the water table unnecessarily.
- d All dewatering wells that have a bore hole diameter of two inches or more shall be plugged and abandoned by the following method or any method that has been approved in writing by the Michigan Department of Public Health, in accordance with the State of Michigan's "Groundwater Quality Control Rules, Part 4 Dewatering Wells R 325.1761," Public Act 368 of 1978.
- e Once the casing and screen have been removed from the bore hole, an injector pipe shall be installed in the bore hole to the bottom of the gravel pack material. Neat cement or bentonite slurry shall be pumped through the injection pipe until the material is five feet above the gravel pack material or four feet below the existing gravel level. The remainder of the bore hole shall be plugged with native soil.
- f Any water removed from the trench or the water main shall be disposed of in such a way as not to damage property, create a public nuisance or a health problem. Contaminated water removed as part of the dewatering process shall be done to MDEQ Part 201 Standards.

4 Joint Restraint.

Follow approved shop drawings and manufacturer's recommendations based on "Thrust Restraint Design for Ductile Iron" Seventh Edition 2016 as published by the Ductile Iron Pipe Research Association and AWWA Manual M23, "PVC Pipe Design and Installation". Thrust blocks may be incorporated into the restraint system, but will not be considered for calculating restraint design

5 Installation of Pipe and Fittings

Before installation, the pipe shall be inspected for defects and any section of pipe or fittings found to be defective, before or after laying, will be rejected and replaced with sound pipe without additional expense to the City.

Water pipe shall be laid according to Utility Trench Detail F or G, as specified, on MDOT Standard Plans R-83-C with a cover depth of no less than 5.5 feet. The interior of the pipe and fittings shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations by plugging the ends or by other approved methods. When work is not in progress, the open ends of the pipe and fittings shall be securely closed so that no trench water, earth, animals, or other substances will enter the pipes.

No pipe or fittings shall be placed in water or when the trench or weather conditions are unsuitable for work except by permission of the Engineer.

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The full length of each section of pipe shall rest solely upon the pipe bed, with recesses provided to accommodate the bells and joints.

Deflections from a straight line or grade, as required by vertical curves, horizontal curves, or offsets, shall not exceed tolerances recommended by the pipe manufacturer. If the alignment requires deflections in excess of the manufacturer's recommendations, special bends or a sufficient number of shorter lengths of pipe shall be furnished to provide the angular deflection required. Frequent or abrupt changes in the slope of the pipe, even if necessary to follow the existing ground surface elevations, will not be permitted.

Pipe shall be placed with bell ends facing in the direction of laying, unless otherwise approved by the Engineer.

Pipe shall be placed with at least 10-foot horizontal clearance from existing sewers and shall have a minimum clearance of 18-inches, as measured from outside edges of pipes, when crossing sewers and shall utilize one full length of water pipe centered at the crossing.

Jointing of the various pipe materials and types shall be made in accordance with the manufacturer's recommendations.

6 Cutting Pipe

Cutting pipe for inserting valves, fittings, etc. shall be performed in a neat and workmanlike manner, without damage to the pipe or lining, and so as to leave a smooth end at right angles to the axis of the pipe.

For cast iron and ductile iron pipe, cutting shall be performed with a power saw, or a roller or shear type cutter for pipe sizes up to 20 inches in diameter. When machine cutting is not available for cutting pipe 20 inches in diameter or larger, the electric arc cutting method will be permitted, using a carbon or steel rod. Only qualified and experienced workmen shall perform this work.

For asbestos-cement or PVC pipe, cutting shall be performed by power saw, hand saw, abrasive disks or with a special asbestos-cement or PVC cutting tool. All piping cutting tools must be of the true cutting variety. Under no circumstances is the pipe to be cut with a roller or shear type cutting tool.

7 Connections to Existing Water Mains

Connections shall be made with line pressure on or off according to the Plans or Proposal. Existing pipelines shall be adequately supported during the cutting operations and prior to placement of backfill.

Prior to cutting existing pipelines, the surface of the existing pipe shall be thoroughly cleaned by wire brushing and scraping. When cut-in is made under pressure, the existing pipe surface shall be washed down with a 4 percent solution of chlorine prior to installing the cutting-in tee. All fittings, pipe, valves, etc. used in the connection that cannot be disinfected during normal water main chlorination shall be swabbed out with a 4 percent or stronger solution of chlorine, such as standard laundry bleach, during assembly. Care shall be exercised in order to prevent contamination of the existing water mains and failure to comply with this requirement will necessitate chlorination of the existing water mains at the Contractor's expense.

After the connection is made, the Contractor shall flush sufficient water through the connection to effect removal of the chlorine solution.

All valves will be turned to the open position at the final inspection.

~~**8 Valve Boxes**~~

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The valve box shall not transmit shock or stress to the valve when the box cover is flush with the surface of the pavement or other such level as may be directed. The base section of the valve box shall be set two inches above the flanged bonnet joint of the valve and accurately centered on the valve operating nut.

9 Hydrants

Hydrants shall stand plumb and have hose nozzle parallel with the roadway, with the pumper nozzle facing the roadway.

Hydrants shall be installed in conformance with AWWA C-600 and AWWA M-17. Hydrants shall be set to the established grade, with the breakaway no more than 8 inches above the finished topsoil grade or as directed by the Engineer. Nozzles should be placed at least 20 inches above the finished topsoil grade. Hydrants set with elbow or hydrant tee shall be rotated 90 degrees to conform to the above specifications. Joint restraints shall be consistent with Section III(4) of these specifications.

At least 3 feet of horizontal clearance shall be provided around each hydrant from any above ground obstacles such as utility poles, trees, signs, fencing, walls, etc.

Hydrants must be connected to the main with a 6-inch branch and controlled by an independent gate valve. In the case of relocated four-inch hydrants, four-inch valves shall be used. This Valve on Branch shall be located no less than 18 inches or greater than 36 inches from the hydrant unless otherwise shown on the plans. Each Valve on the branch shall be left open prior to pressure testing and disinfecting and shall be left open prior to final acceptance.

A drainage pit shall be placed on both sides of the bottom inlet at the drainage waste opening. The pit shall be 2 feet radial from the waste opening, at least 90 degrees in width, and 3 feet deep. The pit shall be completely filled with specified aggregate to an elevation 6 inches above the waste opening. Drainage wasting openings shall be plugged if hydrant is placed in an area of known contamination or in groundwater.

10 Water Service

A) Serving a building with a verified non Lead/Galvanized water service

All water services shall originate at and include the tap into the water main in the street with a corporation stop and terminate with the connection to the existing service with a curb stop and service box located within 7 feet outside of the property line. All services shall be tapped at the 2 o'clock or 10 o'clock positions. Services shall be installed at a depth of 5 feet below the final grade. Short services shall be installed by boring. Borings may be made by the "Augur" or "Missile" methods. Services installed under existing concrete or bituminous surfaces shall be installed by boring. Services installed under gravel surface may be by open trench or boring.

Where soil conditions in open trenches are not suitable for copper pipe, the pipe shall be embedded in Granular Material Class III and backfilled as specified.

All services shall be observed for leaks and disinfected (chlorinated) before they are covered.

Curb stops will be placed in such a way that when turned off the key position is parallel to the centerline of the right of way that the water line services.

B) Serving a building with a verified Lead/Galvanized water service.

Partial Lead service line replacements will not be allowed.

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The public side of the water service shall be done in accordance to the above section 10A with the following pertaining to a private side water service;

This item shall consist of the work required to remove and replace a lead or galvanized water service on private property that is or has been connected to a public side lead service. These specifications will be in conjunction with the ANSI/AWWA C810-17 and the City's Special Provision for Water Main.

The contractor's work shall be under the supervision of a Michigan licensed plumber who will be required to obtain a permit from the City's Inspection Division.

The City of Battle Creek (City) will assist the contractor on obtaining the homeowner's consent by providing the contact information and consent documentation that must be signed by the homeowner before work can be performed. The contractor shall schedule a home visit to determine needed equipment and material. The City shall be notified of the visit, but is not required to attend. With this visit, the contractor shall investigate the service line for any improper electrical grounding and make appropriate notifications to Consumers Energy and/or Electrical Inspector. The contractor is not expected to work on improper grounding to the plumbing system.

The contractor will be expected to have contacted Miss Dig, processed plumbing permits and be ready to perform all necessary work required for replacing the private side water service within two weeks after the home visit.

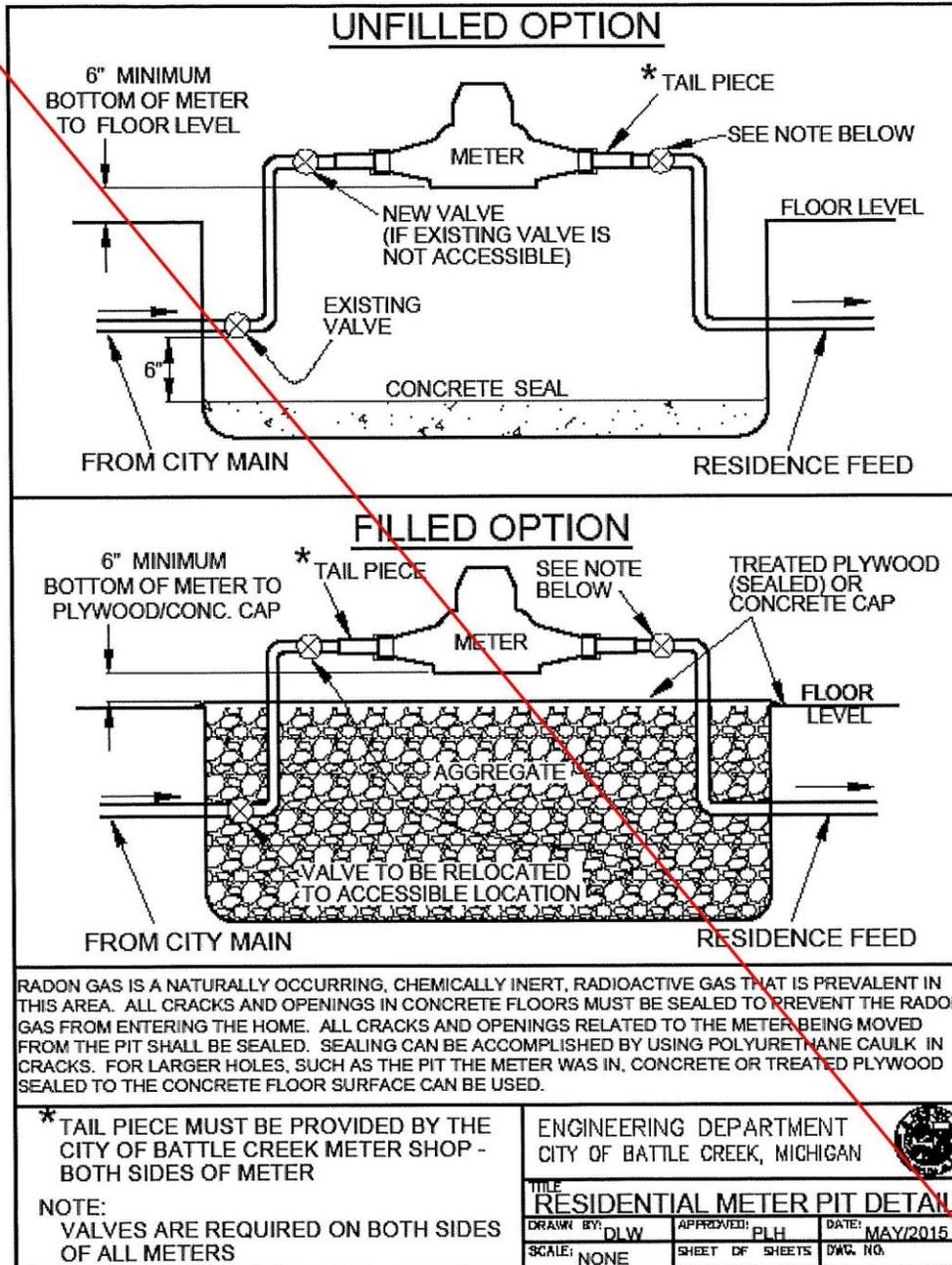
Replacement of the water service line shall be from curb stop to the inside meter. The customer shall not be without water for more than 12-hours and will be provided by the contractor with proper flushing techniques as supplied by the City. The contractor shall have the option of open trench or trenchless methods for removing the old service and replacing with a new service of specified material. The old service shall be completely removed from curb stop to the meter and properly disposed of or recycled. Removal of the old service is included with replacement pay items listed below.

Contractor shall coordinate with City's meter shop for meter replacement if needed. Installation of a new meter, provided by the City, will be included in this work. Wiring the meter read, sealing and inspection will be by the meter shop within 24-hour notice from the contractor.

Restoration to yard and landscaping shall be included in other items. Any repairs or cleanup within the interior portion of the home shall be covered with the Project Cleanup item. The contractor will be responsible for all claims from the homeowner.

Liquidated damages will be assessed at \$50.00/day for no available water after 12-hours of no service.

Meters discovered to be in a pit shall be raise up to an acceptable level per the below Residential Meter Pit Detail and will be paid per the Relocate Water Meter from Pit pay item listed below. This item will include all necessary struts, hangers, piping and fittings for connection of the service line to the relocated meter and to existing house side plumbing.



~~11 Seasonal Suspension~~

~~In the event that hazardous or nuisance conditions arise during the winter from the previous construction season's water main work, and such conditions are not corrected by the Contractor, the City shall notify the Contractor through the Engineer, in writing, that a deficiency exists and the specific location thereof. The Contractor shall, immediately upon such notification, correct the defective condition to the satisfaction of the City. Should the Contractor not correct the defective condition promptly, the City may perform the required maintenance and deduct their incurred costs from the contract price.~~

~~If the Contractor so desires, and by prior written consent of the City, he may elect not to perform such inspections and/or maintenance, due to prohibitive travel distances or shortage of off season manpower. Should the Contractor desire to initiate this exception, the City may perform the winter inspections and maintenance itself and deduct his incurred costs from the contract price.~~

IV Hydrostatic Testing

1 General

The Contractor shall pretest and be satisfied that all lines are ready for testing before requesting test inspection. The Contractor shall provide all necessary equipment and perform all work required in connection with the tests.

2 Hydrostatic Testing

The test shall conform to AWWA C-600 for ductile iron pipe and or AWWA C-605 for PVC pipe and Section 823.03 U. of the 2020 Standard Specifications for Construction by MDOT for all newly laid pipe and fittings except that the test pressure shall not vary by more than 5 psi for the duration of the test. The allowable makeup water to match starting testing pressure (in inch-pound) is:

$$L=SD(\sqrt{P})/148,000$$

Where:

- L = testing allowance (makeup water in gph)
- S = length of pipe tested (ft)
- D = nominal diameter of pipe (in.)
- P = average test pressure during the hydrostatic test (measured with gauge in psi)

V Disinfection of the System

1 General

Disinfection shall be by chlorination and/or other methods as approved by the Engineer after pressure testing and flushing. The disinfection shall conform to the current AWWA C-651 standards.

2 Chlorination

All new water lines shall be chlorinated. The Contractor shall furnish all labor, equipment, and materials necessary for effective chlorination of the water mains.

3 Materials

- a High Test Calcium Hypochlorite (HTH, "Perchlolen", "Maxochlor", "Pittchlor"). - Powder and water shall be mixed to form a 1 percent chlorine solution (10,000 ppm), pumping solution at a constant rate into the water main while bleeding off the water at the extreme end.

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- b Liquid Chlorine. - Liquid chlorine conforming to AWWA B-301 may be applied to the water main much the same way as the hypochlorite solution listed above.
- c Chlorine Gas. - Chlorine gas shall not be used.

4 Method of Chlorination

The method of chlorination shall be in accordance with AWWA C651 and per Section 823.03(V) of the 2020 Standard Specifications for Construction by the Michigan Department of Transportation except that prior to disinfection the flushing shall take place at a velocity of 3 feet per second and two samples shall be taken 24 hours apart for every section of pipe or 1,200 linear feet of pipe. Bacteriological samples shall be taken at the end of the main and from each branch.

VI Measurement and Payment

The complete work as measured for Water Main will be paid for at the contract unit prices for the following items (pay items). Each item includes supplying all necessary material, equipment, and labor.

Pay Item	Pay Unit
Hydrant, Rem	Each
Water Main, Rem	Foot
Water Main, __ inch, Cut and Plug	Each
Gate Well, Rem	Each
Water Service, Rem	Each
Fire Hydrant	Each
Gate Valve and Box, __ inch	Each
Water Main, __ inch, Tr Det __	Foot
Water Serv	Each
Water Serv, Long	Each
Water Serv, 2 inch	Foot
Gate Box, Adj, Case __	Each
Water Main Tie in	Each
Live Tap, __ inch by __ inch	Each
Pressure Test and Disinfect	Each
Water Main Tee, __ inch by __ inch	Each
Water Main Reducer, __ inch by __ inch	Each
Water Main Cross, __ inch by __ inch	Each
Water Main Bend, __ Deg, __ inch	Each
Replace Lead or Galvanized Water Service, 1 inch	Each
Replace Lead or Galvanized Water Service, 2 inch	Each
Relocate Water Meter from Pit	Each

1 General

The actual number of units of each unit price item of work actually performed may be more or less than the number stated in the Bidding Schedule of the Proposal, or included in the Contract, but no variation in the Contract unit price will be made on that account. Payment will be made only for the actual number of units incorporated in the work, or for the actual number of units of work performed, and at the Contract unit price for each such unit with measurement for payment made as defined in the following paragraphs. Measurement for payment of work done on a unit price basis will be as follows.

- A. **Hydrant, Rem.** Removing Hydrants will be paid for on an each basis. All existing hydrants will remain the property of the City and will be salvaged
- B. **Water Main, Rem.** Removing water main will be paid per foot of water main removed and will include all excavation needed and hauling from site.

- C. **Water Main, Cut and Plug.** The unit price for water main, cut and plug includes the cost of cutting the existing water main, providing and placing the required plug and thrust blocks.
- D. **Gate Well, Rem.** Removing gate wells will include complete removal of the water valve pit and all surrounding heavy, saturated material
- E. **Water Service, Rem.** Removal of water service shall be from the corporation at the main to the right-of-way and will be paid for on an each basis. Salvaging existing curb boxes for the city's use shall also be included in this item
- F. **Fire Hydrant.** Fire hydrants will be paid for on an each basis. The payment for fire hydrant assemblies includes the hydrant, main line by 6 inch tee, 6" resilient wedge valve and box, rodding, thrust restraint, aggregate, hydrant extension kits and other accessories necessary to complete the installation to proper grade and specifications
- G. **Gate Valve and Box, __ inch.** The unit prices Gate Valve and Box, of the types and sizes required, include the cost of providing and installing the valve and valve box, complete and ready for use.
- H. **Water Main**
 - a. **Water Main, __ inch, Tr Det __.** Water main, of the diameter, class, and trench detail specified, will be measured in place, by length in linear feet, from center to center of cross mains with no deductions in length for intermediate structures. Payment shall include any dewatering or trench bracing/sheeting necessary along with any necessary restraints. Excavation and backfill will not be measured separately but shall be included as a part of the item of water main furnished and installed. Price shall include any necessary tracer wire.
- I. **Water Services**
 - b. **Water Serv.** Includes the tap, corporation, saddle, curb stop, service box, tracer wire and service pipe from within 5' of the ROW to the short side of the water main.
 - c. **Water Serv, Long.** Includes the tap, corporation, saddle, curb stop, service box, tracer wire and service pipe from within 5' of the ROW to the long side of the water main.
 - d. **Water Serv, 2 inch.** Shall be in addition with the **Water Serv** pay item for placing service pipe and includes the saddle and attachment to the main. Tap, corporation, curb stop, tracer wire and service box from within 5' of the ROW will be included with the **Water Serv** pay item.
- J. **Gate Box, Adj. Case __.** Case 1 refers to structures located in hard surfaced travel areas and unit price includes saw cutting, removing and replacing existing pavement, curb, or curb and gutter, and adjusting the water shutoff or gate box to final grade. Case 2 refers to structures located outside existing pavement, curb or curb and gutter and unit price includes restoring disturbed vegetated or sidewalk areas.
- K. **Water Main Tie in.** Connection of a new water main to an existing water main will be paid on an each basis for each connection made as noted on the plans. Payment includes all items necessary to complete the work including excavation and backfill, cutting and removing existing water main, all fittings, reducers, bends, and sleeves with restraint necessary to align new main with existing main.
- L. **Live Tap, __ inch by __ inch.** The unit price for Live Tap, of the size required, includes the cost of providing and installing the valve, tapping sleeve, all necessary restraints, and valve box, complete and ready for use. This work includes the complete live tapping procedure.
- M. **Pressure Test and Disinfect.** Pressure Test and Disinfect Water Main will be paid once per location approved by the engineer. If the main fails to pass the first pressure and disinfectant tests, further tests shall be made at the Contractor's expense. Payment for flushing and disposal of the disinfectant chlorinated water in accordance with environmental regulations is included in this item.
- N. **Appurtenances.** Water main tees, reducers, crosses, bends and other appurtenances shown on plans but not listed as bid items will be included with the water main items.
- O. **Replace Lead or Galvanized Water Service, 1 and 2 inch.** The work for placing one or two inch water services from curb stop to meter shall be paid per each. This item will include all necessary piping and fittings for connection of the service line to the meter and to existing house side plumbing. Service tubing and fittings shall be per the City's Special Provision for

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~~Water Main. Plumbing material within the building shall be as specified in the current edition of the Michigan Residential Plumbing Code.~~

- ~~**P. Relocate Water Meter from Pit.** Meters discovered to be in a pit shall be raised up to an acceptable level per the Residential Meter Pit Detail. This item will include all necessary struts, hangers, piping and fittings for connection of the service line to the relocated meter and to existing house side plumbing.~~

CITY OF BATTLE CREEK PURCHASING
INVITATION FOR BID NO.

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**CITY OF BATTLE CREEK
SPECIAL PROVISION
FOR
WATER MAIN
Approved Construction Materials & Products**

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Battle Creek

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APPENDIX A		
City of Battle Creek Approved Material Listing		
Pipe and Fittings	American Cast Iron Pipe Company	Fastite Joint Pipe
	Clow Water Systems Company	Tyton Joint Pipe
	U.S.Pipe and Foundry Company	Tyton Joint Pipe
	JM Eagle	Blue Brute C900
	North American Pipe	AWWA C900
	National Pipe & Plastics, Inc.	Dura-Blue AWWA C900
Joint Restraints	EBA Iron, Inc.	Mega Lugs
	Romagrip Industries	RomaGrip
Resilient Wedge Gate Valves MJ x MJ	American Flow Control	Series 2500
	Clow Water Systems Company	F6100
	East Jordan Iron Works	Flowmaster MJ x MJ
	Mueller Industries	A-2360-20
Resilient Wedge Tapping Valves	American Flow Control	2500 Series
	Clow Water Systems Company	F6114
	East Jordan Iron Works	Flowmaster MJ x Tapping
	Mueller Industries	T-2360
Resilient Wedge Cut In Valve	Clow Water Systems	F6111
	Muller Industries	C-2360
Butterfly Valves	Clow Water Systems Company	4500 Series
	Golden Anderson	GA AWWA C504 Butterfly Valve
	Pratt	Groundhog Butterfly Valve
Valve Box Castings	Tyler Union – USA only	6850 Two piece 664-S (26T & 36B)
	East Jordan Iron Works	8555 Two piece 668-S
Service Box Castings	Tyler Union – USA only	6500 Series, 95-E (30T & 39B)
	Bingham & Taylor – USA only	4901-B Series, 94-F
Curb Box Lock	JRC Supplies Inc.	The Vadle Curb Box Lock
Fire Hydrant Assemblies	American Flow Control	American Darling B-62-B-5 "Snow Model"
	East Jordan Iron Works	Watermaster 5BR250

**CITY OF BATTLE CREEK
 SPECIAL PROVISION
 FOR
 WATER MAIN
 Approved Construction Materials & Products**

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Repair Clamps	Romac	Various
	Mueller	Various
Saddle-Double Strap x2"	Romac	202NU
	Mueller	DR A Series
Service Saddle Strap 1"	Romac	101S
	AY McDonald	4835A
Macro 2 Bolt Coupling	Romac Only	Various
Sleeves	Star Domestic	Various
	Tyler Union	Various
	U.S.Pipe and Foundry Company	Various
Service Line Fittings	A.Y. McDonald	Various (Must be NSF Compliant)
	Mueller	Various (Must be NSF Compliant)



CITY OF BATTLE CREEK, MICHIGAN VERONA WELLFIELD WELL REPLACEMENTS

DWSRF PROJECT: 7710-01
CONTRACT A



MAY 2024



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SHERRY SOFIA - VICE MAYOR

ROGER BALLARD

JENASIA MORRIS

PATRICK O'DONNELL

CHRISTOPHER SIMMONS

JIM LANCE

CARLA REYNOLDS

JAKE W SMITH



CITY OF BATTLE CREEK ADMINISTRATION

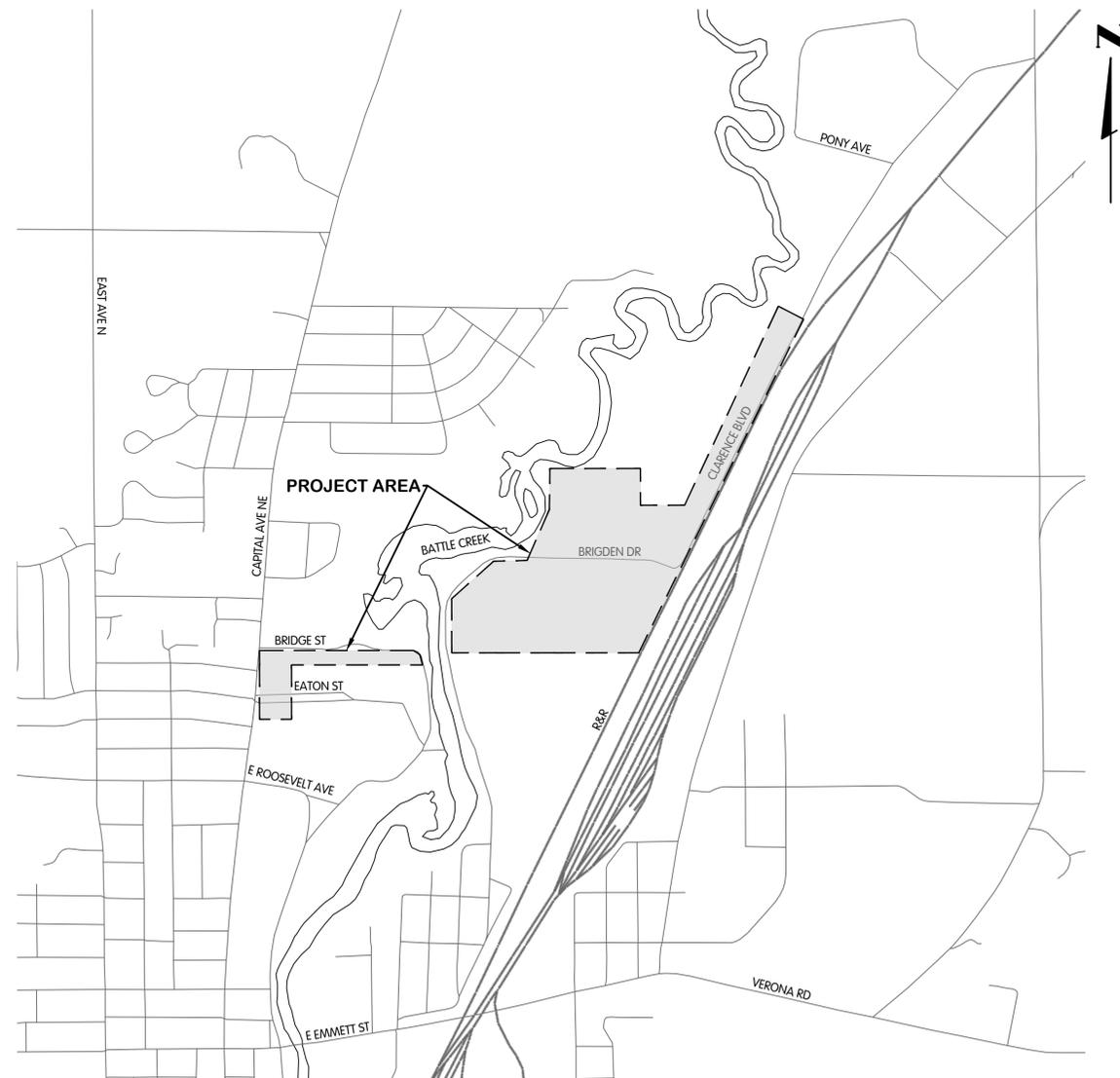
STEPHEN SKALSKI, PE - DPW DIRECTOR

JARRET GEERING, PE - CITY ENGINEER

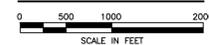
KURT TRIBBETT - ENGINEERING ADMINISTRATOR

PERRY HART - UTILITY ADMINISTRATOR

ROBERT KOEHN - CHIEF OPERATOR



LOCATION MAP



ENGINEER:
JONES & HENRY ENGINEERS, LTD.
4791 CAMPUS DRIVE
KALAMAZOO, MICHIGAN 49008

OWNER:
CITY OF BATTLE CREEK
150 S KENDALL STREET
BATTLE CREEK, MICHIGAN 49037

PROJECT LOCATION:
VERONA WELLFIELD
250 BRIGDEN DRIVE
BATTLE CREEK, MICHIGAN 49014



Jones & Henry
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JOB NO. 008-8000.001

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DATE: MAY 2024



EXISTING SITE PLAN

CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
WELL REPLACEMENTS - DWSRF 7710-01 CONTRACT A

LEGEND

-  BATTLE CREEK RIVER
-  WELLHOUSE
-  EXISTING WELL LOCATED INSIDE WELLHOUSE
-  EXISTING MONITORING WELL
- BLOCKING/MISCELLANEOUS WELLS**
- (A) BLOCKING WELL 24
- (B) BLOCKING WELL 25
- (C) BLOCKING WELL 26
- (D) BLOCKING WELL 27
- (E) BLOCKING WELL 28
- (F) BLOCKING WELL 29
- (G) WELL 13, TEST/SAMPLE WELL WITH HOUSE PUMP



EXISTING WELL LOCATION PLAN
1"=300'

KAL-8000001-G-0.2
5/2/2024, 9:14 AM - AELLINGHAM
5/14/2024, 11:30 AM

NO. _____
DATE _____
BY _____
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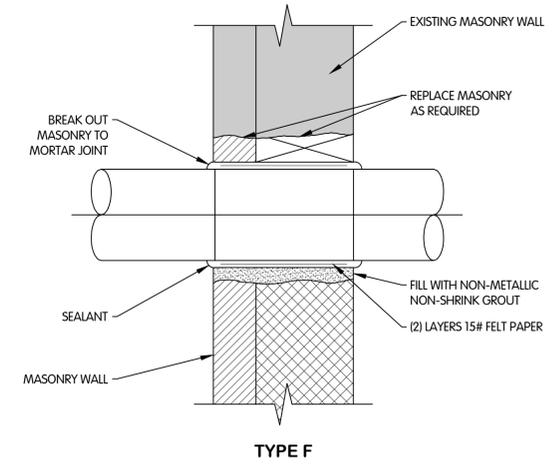


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2 OF 27		

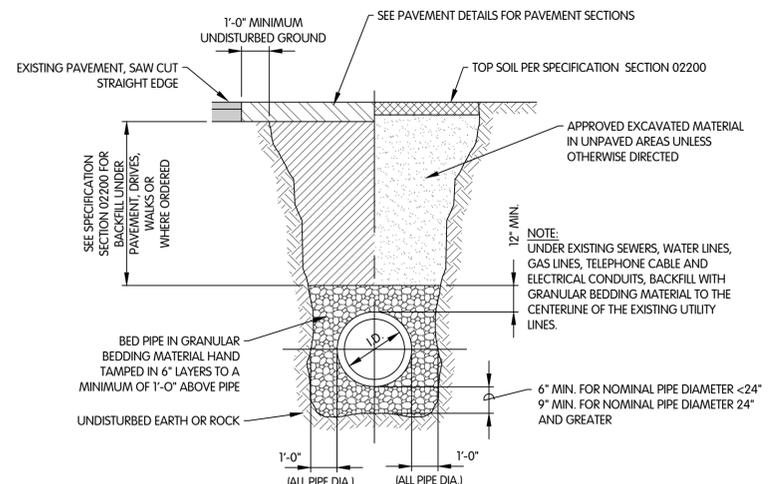


CIVIL DETAILS - MISCELLANEOUS
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A



NOTE:
FOR WELLHOUSE EXTERIOR WALLS, FACE COURSES TO BE MASONRY

CONDUIT SLEEVE THRU MASONRY WALL
(R.G.S. OR PVC COATED R.G.S.) NTS

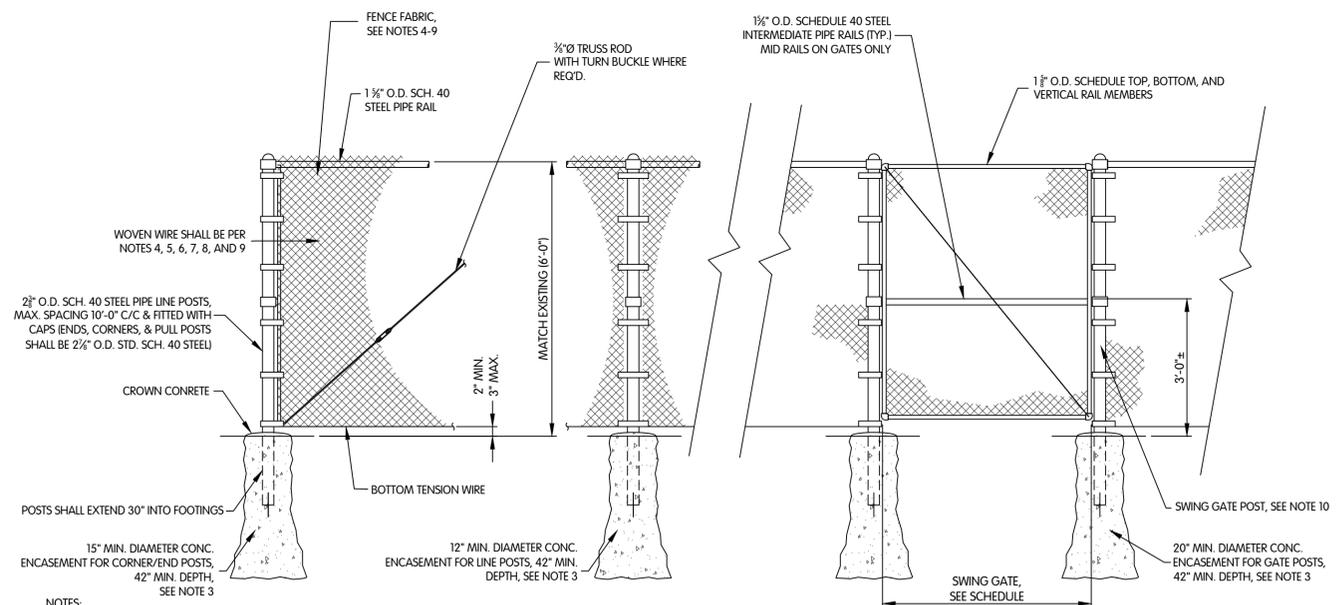


TRENCH DETAIL FOR RIGID PIPE (DIP)
NTS

Joint Restraint Table					
Fitting Type	Restrained Length of Pipe - Main Size				Comments
	8"	10"	12"	16"	
Horizontal Bends	90°	14'	16'	19'	Note 1
	45°	6'	7'	8'	Note 1
	22 1/2°	3'	4'	4'	Note 1
	11 1/4°	2'	2'	2'	Note 1
Reducers	12" x 8"	-	-	21'	Note 1,2
	12" x 10"	-	-	12'	Note 1,2
	10" x 8"	-	12'	-	Note 1,2
	16" x 12"	-	-	-	Note 1,2
Trees	12" x 12"	-	26'	33'	Note 1,4
	10" x 10"	-	27'	34'	Note 1,4
Vertical Offset	Bend (L1)	12'	14'	17'	Note 1,3
	Bend (L2)	4'	5'	5'	Note 1,3
Wyes	45°	6'	7'	8'	Note 1
	-	-	-	-	Note 1
Dead Ends	Blind Flange	28'	34'	40'	Note 1
	-	-	-	-	-

- Notes:
- The restrained pipe lengths shown above are for ductile iron pipe installed in a Type 4 trench* in type SP soil with 5' of cover and a safety factor of 1.5. Other situations may require additional restraint lengths. Consult the Engineer for situation not provided.
 - Restrained length for reducers measured along larger diameter pipe.
 - All joints between upper and lower pipe length shall be restrained for vertical bends. Assumed lower pipe at 8' depth and a 45 degree bend.
 - Restrained length is along the branch. This assumes a length of 2' of solid pipe along the run of the tee in both directions without joints, fittings, or other appurtenances.

*Minimum requirements of a Type 4 trench include pipe bedded in sand, gravel, or crushed stone to a depth of 1/8 pipe diameter, 4 inch minimum. Backfill compacted to top of pipe. (Approximately 80 percent Standard Proctor, AASHTO T-99)

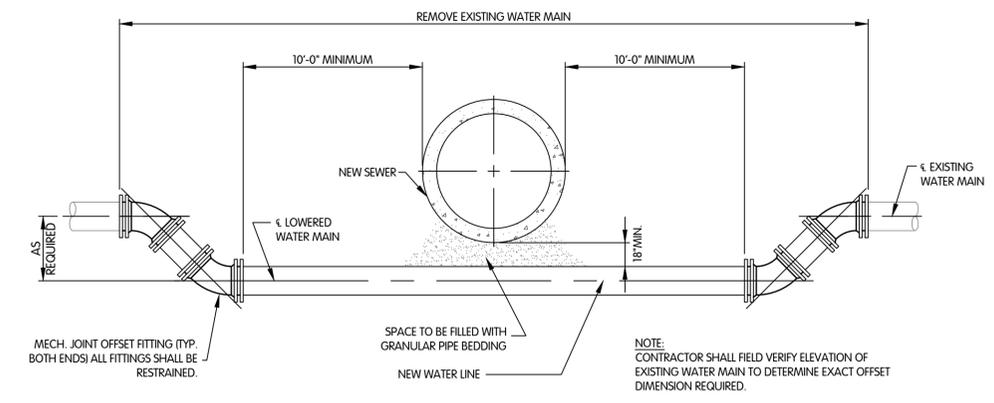


- NOTES:
- ALL END & GATE POSTS BRACED HORIZONTAL WITH 1 1/2" O.D. STEEL PIPE SECURELY TRUSSED.
 - PROVIDE MANUFACTURER'S STANDARD FOR VERTICAL & HORIZONTAL BRACING, AND LATCH & OR PROVISIONS FOR OWNERS LOCK.
 - CONCRETE FOUNDATIONS SHALL BE BELLED AS SHOWN. 42" MINIMUM FOR FENCE HEIGHT 7' OR LESS. OVER 7' SHALL BE DESIGNED.
 - FENCE FABRIC SHALL BE 2-INCH MESH OF CARBON STEEL WIRE AND SHALL BE GALVANIZED AFTER WEAVING IN ACCORDANCE WITH ASTM A491 CLASS II OR ALUMINUM-CLAD IN ACCORDANCE WITH ASTM A491 CLASS II.
 - WIRE SHALL BE 9 GAUGE ON 6- FEET FABRIC AND 7 GAUGE ON 4- FEET FABRIC.
 - FENCE SHALL BE PVC COATED BLACK. PVC-COATED FENCES SHALL BE GALVANIZED MATERIALS AND CHEMICALLY CLEANED. A PHOSPHATE CONVERSION TREATMENT SHALL BE APPLIED TO PREPARE THE ZINC COATING TO RECEIVE THE POLYVINYL CHLORIDE COATING.
 - A MINIMUM OF 7 MILS OF CLACK COMPOUND SHALL BE APPLIED TO THE MATERIALS. COATING APPLICATION SHALL BE AS RECOMMENDED BY THE MANUFACTURER.
 - FENCE FABRIC SHALL BE ATTACHED TO ALL POST RAILS AND TENSION WIRES WITH 12 GAUGE TIE WIRE AT A MAXIMUM OF 15-INCH CENTERS. TIE WIRE SHALL BE ALUMINUM OR GALVANIZED STEEL.
 - FENCE FABRIC SHALL BE STRETCHED TAUT, SECURELY FASTENED TO THE POSTS, TENSION WIRE, AND TOP RAIL. FENCE FABRIC SHALL BE INSTALLED APPROXIMATELY 1 INCH ABOVE THE TOP RAIL AND KNUCKLED TOP AND BOTTOM.
 - FENCE FABRIC SHALL BE INSTALLED APPROXIMATELY 2 INCHES ABOVE FINISHED GRADE. FENCE FABRIC WHEN LIFTED SHALL NOT ALLOW AN OPENING GREATER THAN 5 INCHES.
 - FENCE FABRIC SHALL BE STRETCHED AT A MAXIMUM OF 30 FEET AND ALL TERMINAL POSTS.
 - POSTS FOR SWING GATES TO BE SIZED BY FENCE MANUFACTURER.
 - ALL PADLOCKS TO BE KEYPED TO OWNER'S REQUIREMENTS.
 - FENCE SHALL BE GROUNDED WHEN ENCLOSING ELECTRICAL EQUIPMENT.

CHAIN LINK FENCE DETAIL
NTS

FENCE SYSTEM					
DESIGNATION	HEIGHT	FENCE FABRIC	GATE TYPE	GATE SIZE	ACCESSORIES
GA-1	6"	PVC	DOUBLE-SWING	8'	2, 4, AND 6
GA-2	6"	PVC	DOUBLE-SWING	8'	2, 4, AND 6

- ABBREVIATIONS:
- | | |
|------------------|------------------------|
| FENCE FABRIC | ACCESSORIES |
| PVC PVC COATED | 1. BARB WIRE |
| GALV GALVANIZED | 2. TOP RAIL |
| AL ALUMINUM CLAD | 3. TOP TENSION WIRE |
| GATE TYPE | 4. LATCH/LOCK |
| SWING | 5. BOTTOM RAIL |
| SLIDING | 6. BOTTOM TENSION WIRE |



WATER MAIN / SEWER CROSSING
NTS

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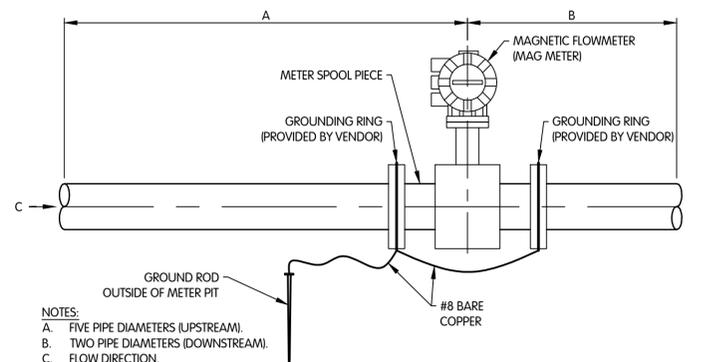
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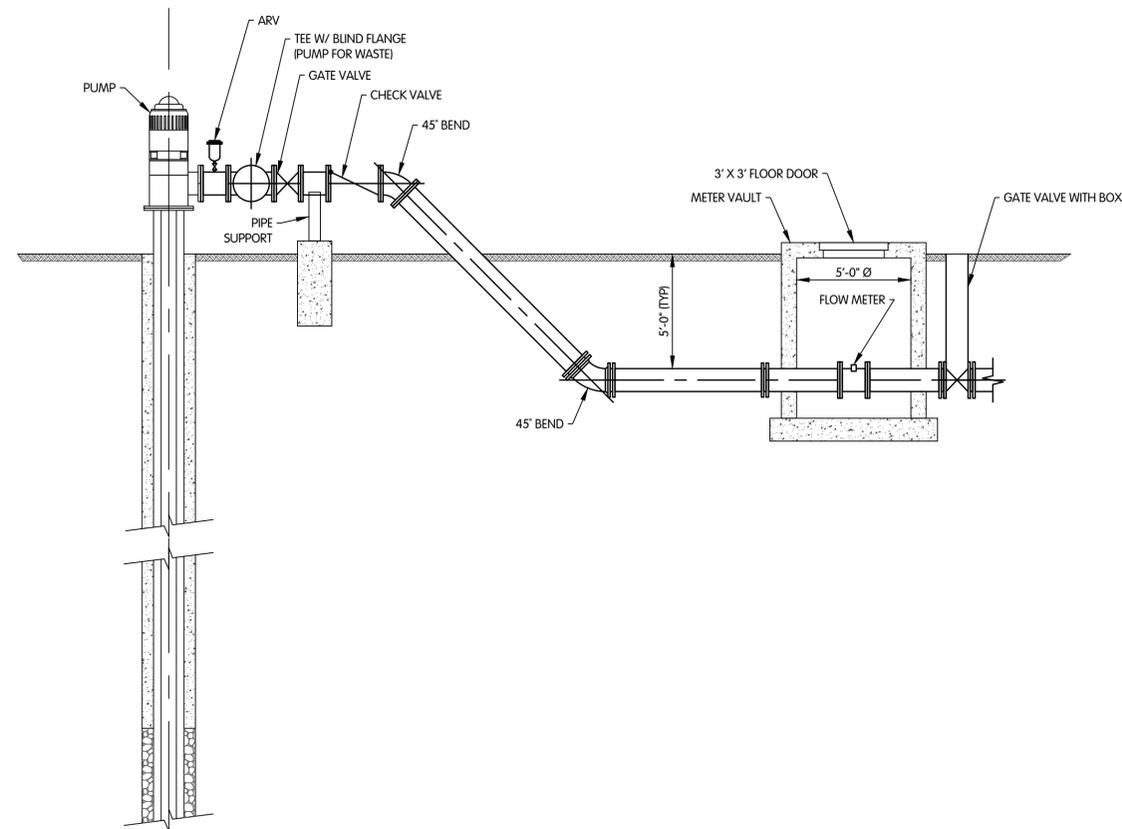
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 DATE: MAY 2024
 SHEET NO.
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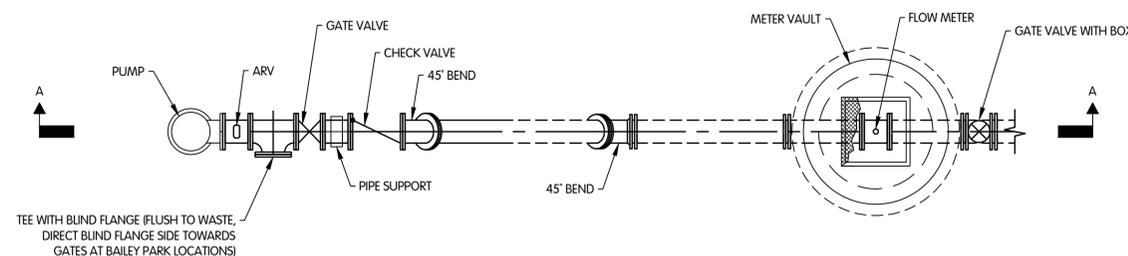
CIVIL DETAILS - OFFSET WELL PUMP DETAILS
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7710-01 CONTRACT A



MAGNETIC FLOWMETER (MAG METER) GROUNDING DETAIL
 NTS



SECTION A-A



PLAN

TYPICAL WELL PUMP DETAILS
 1/2"=1'-0"

KAL-80001003-C-0.2
 5/2/2024 9:15 AM - AELLINGHAM
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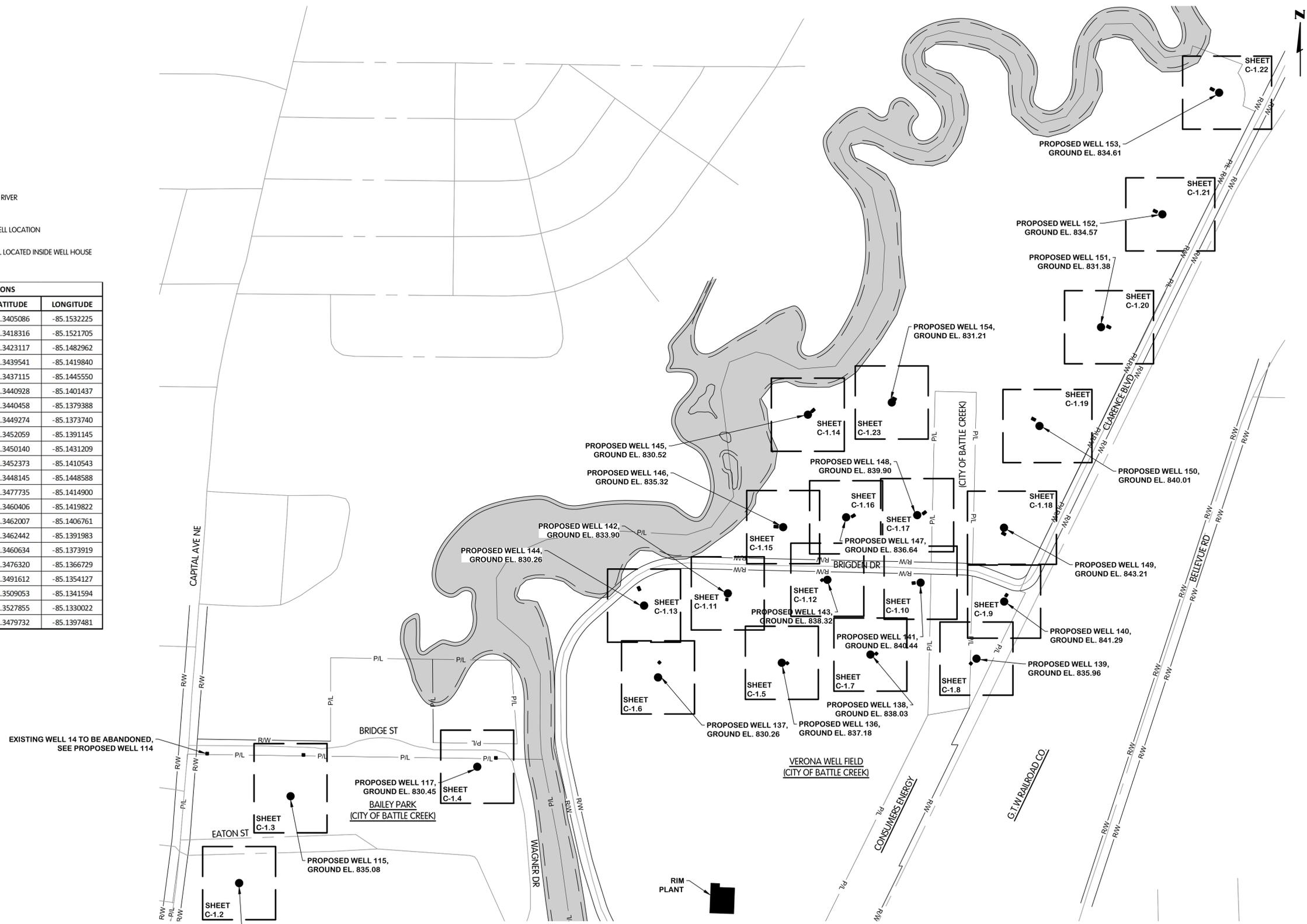
VERONA WELL FIELD - SITE PLAN AND SHEET KEY

CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

LEGEND

- BATTLE CREEK RIVER
- PROPOSED WELL LOCATION
- EXISTING WELL LOCATED INSIDE WELL HOUSE

VERONA PROPOSED WELL LOCATIONS					
WELL	SHEET	EASTING	NORTHING	LATITUDE	LONGITUDE
114	C-1.2	12910714.820	307291.330	42.3405086	-85.1532225
115	C-1.3	12911003.780	307778.520	42.3418316	-85.1521705
117	C-1.4	12912052.770	307943.710	42.3423117	-85.1482962
136	C-1.5	12913764.685	308526.438	42.3439541	-85.1419840
137	C-1.6	12913068.840	308444.430	42.3437115	-85.1445550
138	C-1.7	12914262.616	308572.411	42.3440928	-85.1401437
139	C-1.8	12914858.505	308549.795	42.3440458	-85.1379388
140	C-1.9	12915014.139	308869.657	42.3449274	-85.1373740
141	C-1.10	12914544.559	308975.459	42.3452059	-85.1391145
142	C-1.11	12913460.913	308915.497	42.3450140	-85.1431209
143	C-1.12	12914020.309	308991.712	42.3452373	-85.1410543
144	C-1.13	12912990.440	308847.120	42.3448145	-85.1448588
145	C-1.14	12913911.024	309916.995	42.3477735	-85.1414900
146	C-1.15	12913772.163	309286.754	42.3460406	-85.1419822
147	C-1.16	12914125.772	309341.861	42.3462007	-85.1406761
148	C-1.17	12914525.395	309354.045	42.3462442	-85.1391983
149	C-1.18	12915013.082	309283.686	42.3460634	-85.1373919
150	C-1.19	12915212.664	309853.475	42.3476320	-85.1366729
151	C-1.20	12915558.410	310407.610	42.3491612	-85.1354127
152	C-1.21	12915902.963	311040.078	42.3509053	-85.1341594
153	C-1.22	12916222.002	311722.384	42.3527855	-85.1330022
154	C-1.23	12914382.548	309985.448	42.3479732	-85.1397481



PROPOSED WELL LOCATION PLAN
1"=300'

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5/2/2024, 1:12 PM - AELLINGHAM
5/14/2024, 11:30 AM

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DATE	MAY 2024	
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	5 OF 27	

(PENDING) WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
14	*114	47.2	124	1000	*See note

*It is anticipated that Wells 14, 15, and 17 will be replaced by Wells 115 and 117. An additional Well 114 will be constructed only if needed to meet the current baseline capacity. For the purposes of bidding, assume Well 114 will not be constructed.

PROPOSED WELL 114 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)

PROPOSED RESERVED WELL 114 LOCATION

EASTING	NORTHING
12910714.820	307291.330



- NOTE:
- INTENTION OF PROJECT IS TO UTILIZE NEW WELLS 115 AND 117 TO PRODUCE THE SAME FLOW RATE AS PRIOR WELLS 14, 15, AND 17. THIS SITE WILL BE HELD IN RESERVE PENDING THE OUTCOME OF PUMP TESTING OF TEST WELLS 115 AND 117.
 - ELECTRICAL AND WELL REPLACEMENT NOTES ON THIS SHEET ARE HELD IN RESERVE PENDING RESULTS OF FLOW TESTS FOR REPLACEMENT WELLS 115 AND 117.

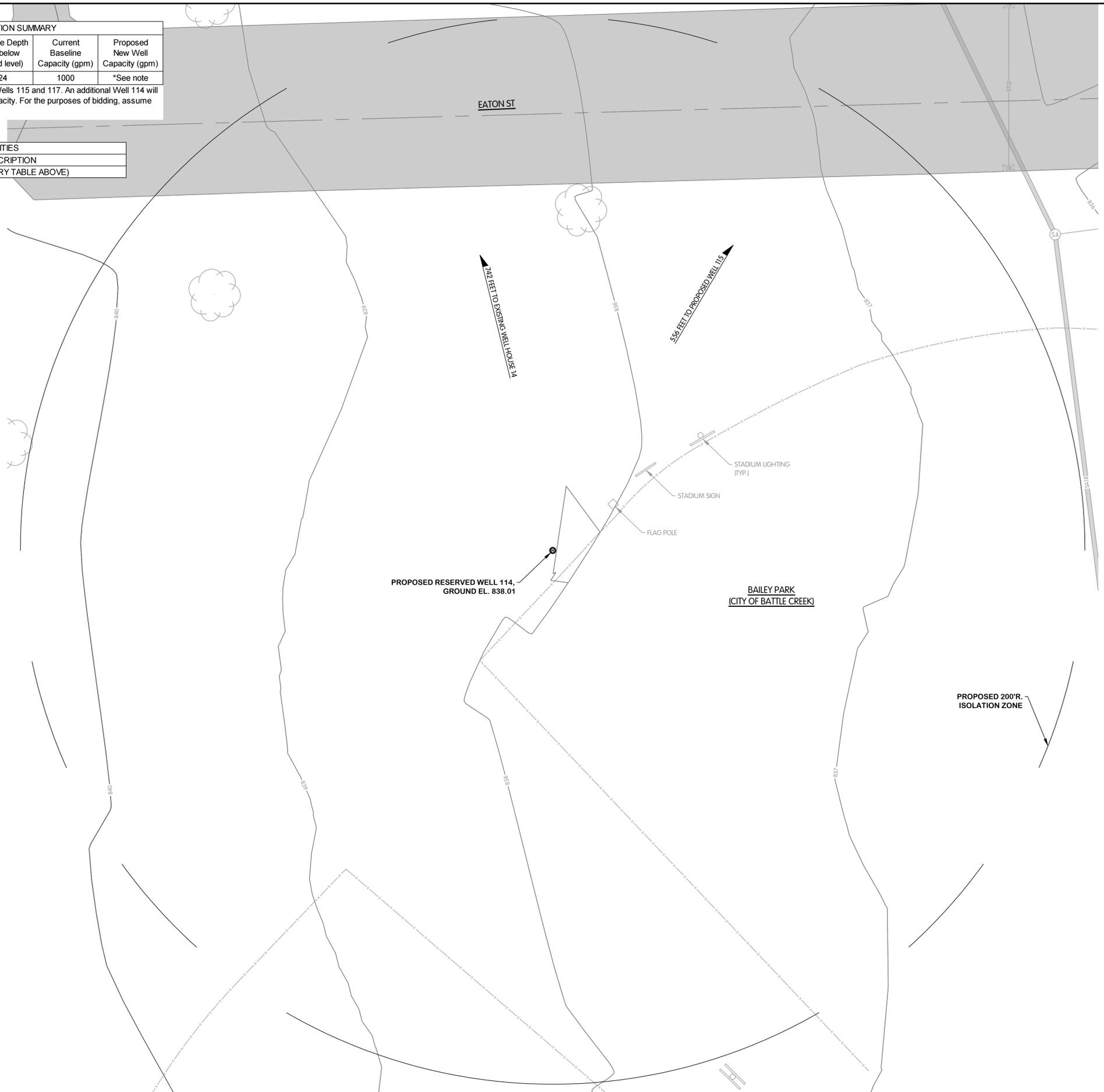
WELL REPLACEMENT NOTES:

- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
- FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
- REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
- INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
- FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.



PROPOSED RESERVED WELL 114 SITE PLAN

CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
WELL REPLACEMENTS - DWSRF 7710-01 CONTRACT A



SITE PLAN
SCALE: 1"=20'

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5/17/2024 9:31 AM - CFERRELL
5/17/2024 11:30 AM

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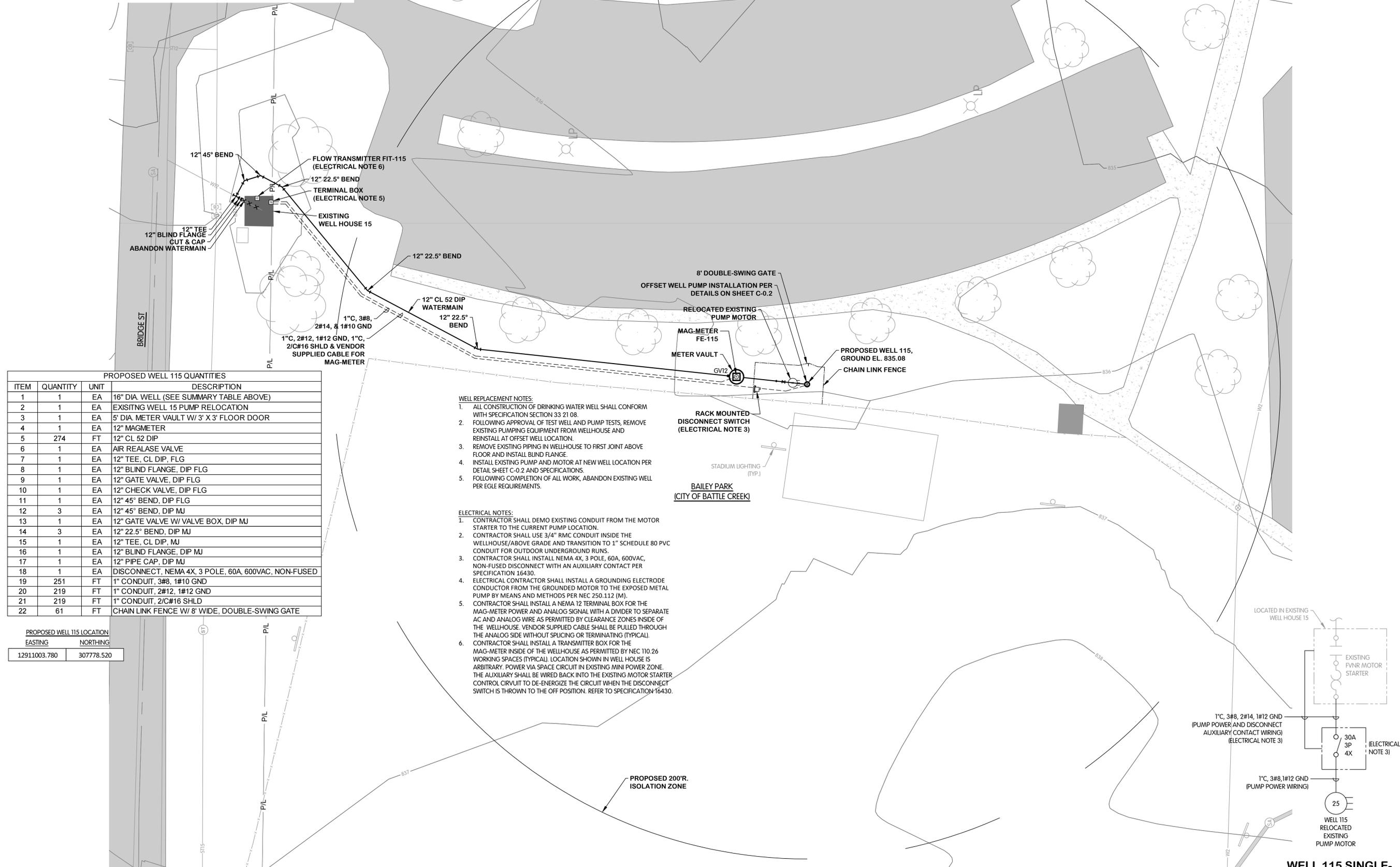
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C-1.2		
6 OF 27		



PROPOSED WELL 115 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
15	*115	40	141	1100	*1600

*It is anticipated that Wells 14, 15, and 17 will be replaced by Wells 115 and 117. An additional Well 114 will be constructed only if needed to meet the current baseline capacity. For the purposes of bidding, assume Well 114 will not be constructed.

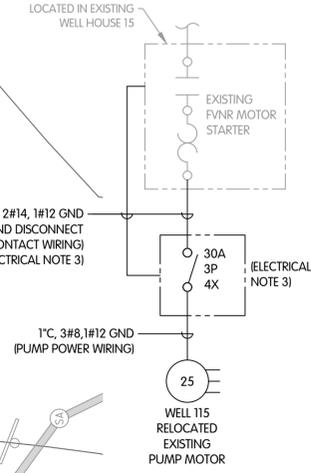


PROPOSED WELL 115 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 15 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	12" MAGMETER
5	274	FT	12" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	12" TEE, CL DIP, FLG
8	1	EA	12" BLIND FLANGE, DIP FLG
9	1	EA	12" GATE VALVE, DIP FLG
10	1	EA	12" CHECK VALVE, DIP FLG
11	1	EA	12" 45° BEND, DIP FLG
12	3	EA	12" 45° BEND, DIP MJ
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ
14	3	EA	12" 22.5° BEND, DIP MJ
15	1	EA	12" TEE, CL DIP, MJ
16	1	EA	12" BLIND FLANGE, DIP MJ
17	1	EA	12" PIPE CAP, DIP MJ
18	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
19	251	FT	1" CONDUIT, 3#8, 1#10 GND
20	219	FT	1" CONDUIT, 2#12, 1#12 GND
21	219	FT	1" CONDUIT, 2/C#16 SHLD
22	61	FT	CHAIN LINK FENCE W/ 8' WIDE, DOUBLE-SWING GATE

PROPOSED WELL 115 LOCATION	
EASTING	NORTHING
12911003.780	307778.520

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.

- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELL HOUSE IS ARBITRARY. POWER VIA SPACE CIRCUIT IN EXISTING MINI POWER ZONE. THE AUXILIARY SHALL BE WIRED BACK INTO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.



SITE PLAN
 SCALE: 1"=20'

WELL 115 SINGLE-LINE DIAGRAM
 NTS

KAL-8000001015-WELL 015
 5/17/2024 9:38 AM - CFERRELL
 5/17/2024 11:30 AM

DESIGNED: AJD
 DRAWN: CJAF
 CHECKED: TLK
 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO.: C-1.3
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PROPOSED WELL 117 SITE PLAN
CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
17	*117	48.6	133	1100	*1600

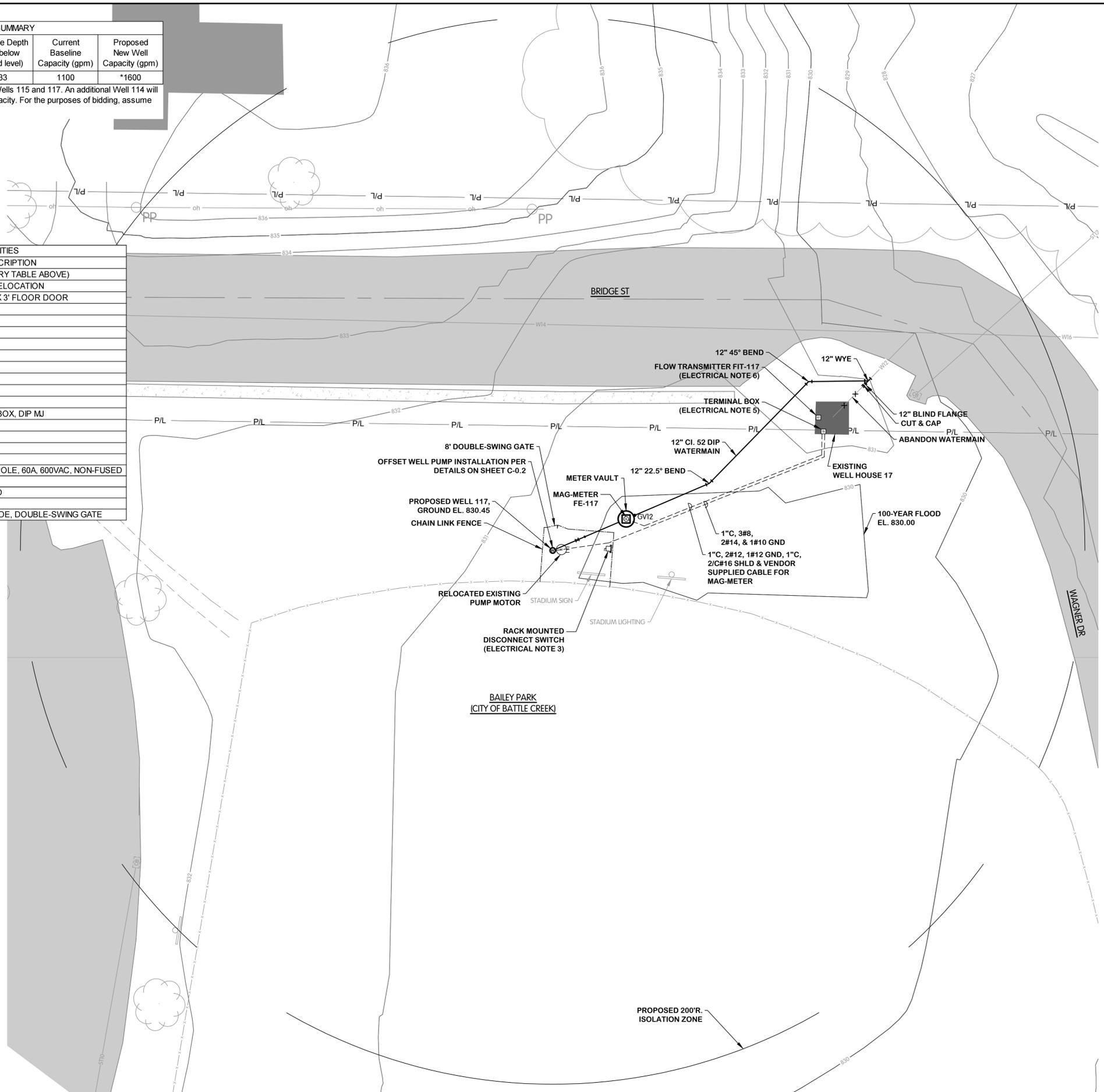
*It is anticipated that Wells 14, 15, and 17 will be replaced by Wells 115 and 117. An additional Well 114 will be constructed only if needed to meet the current baseline capacity. For the purposes of bidding, assume Well 114 will not be constructed.

FLOOD PLAIN CASING HEIGHT SUMMARY		
Well Identification	100-Year Flood Elevation*	Replacement Well Minimum Casing Height
117	830.0	832.0

*Source: FEMA Flood Insurance Rate Map, April 4, 2011

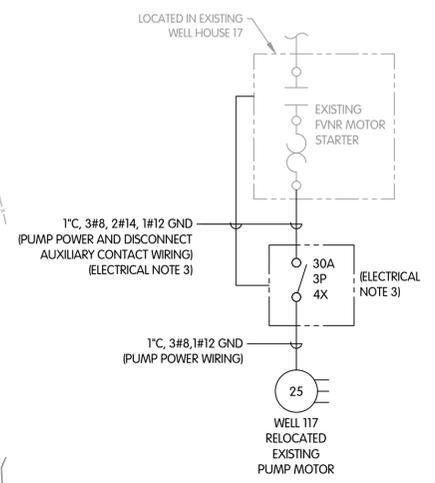
PROPOSED WELL 117 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 17 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	12" MAGMETER
5	140	FT	12" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	12" TEE, CL DIP, FLG
8	1	EA	12" BLIND FLANGE, DIP FLG
9	1	EA	12" GATE VALVE, DIP FLG
10	1	EA	12" CHECK VALVE, DIP FLG
11	1	EA	12" 45° BEND, DIP FLG
12	2	EA	12" 45° BEND, DIP MJ
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	12" 22.5° BEND, DIP MJ
15	1	EA	12" WYE, CL DIP, MJ
16	1	EA	12" BLIND FLANGE, DIP MJ
17	1	EA	12" PIPE CAP, DIP MJ
18	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
19	117	FT	1" CONDUIT, 3#8, 1#10 GND
20	84	FT	1" CONDUIT, 2#12, 1#12 GND
21	84	FT	1" CONDUIT, 2/C#16 SHLD
22	68	FT	CHAIN LINK FENCE W/ 8' WIDE, DOUBLE-SWING GATE

PROPOSED WELL 117 LOCATION		
EASTING	NORTHING	
12912052.770	307943.710	



- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDING MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELL HOUSE IS ARBITRARY. POWER VIA SPACE CIRCUIT IN EXISTING MINI POWER ZONE. THE AUXILIARY SHALL BE WIRED BACK INTO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGE REQUIREMENTS.



SITE PLAN
SCALE: 1"=20'

WELL 117 SINGLE-LINE DIAGRAM
NTS

KAL-800001017-WELL 017
5/17/2024 9:42 AM - CFERRELL
5/17/2024 11:30 AM

DESIGNED: AJD
DRAWN: CJAF
CHECKED: TLK

STATUS: ISSUE FOR BID
DATE: MAY 2024

SHEET NO. C-1.4
8 OF 27

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JOB NO. 008-8000.001
SCALE AS NOTED
THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE



PROPOSED WELL 136 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7710-01 CONTRACT A

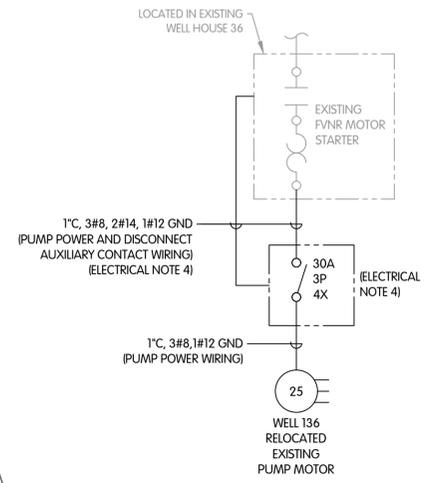
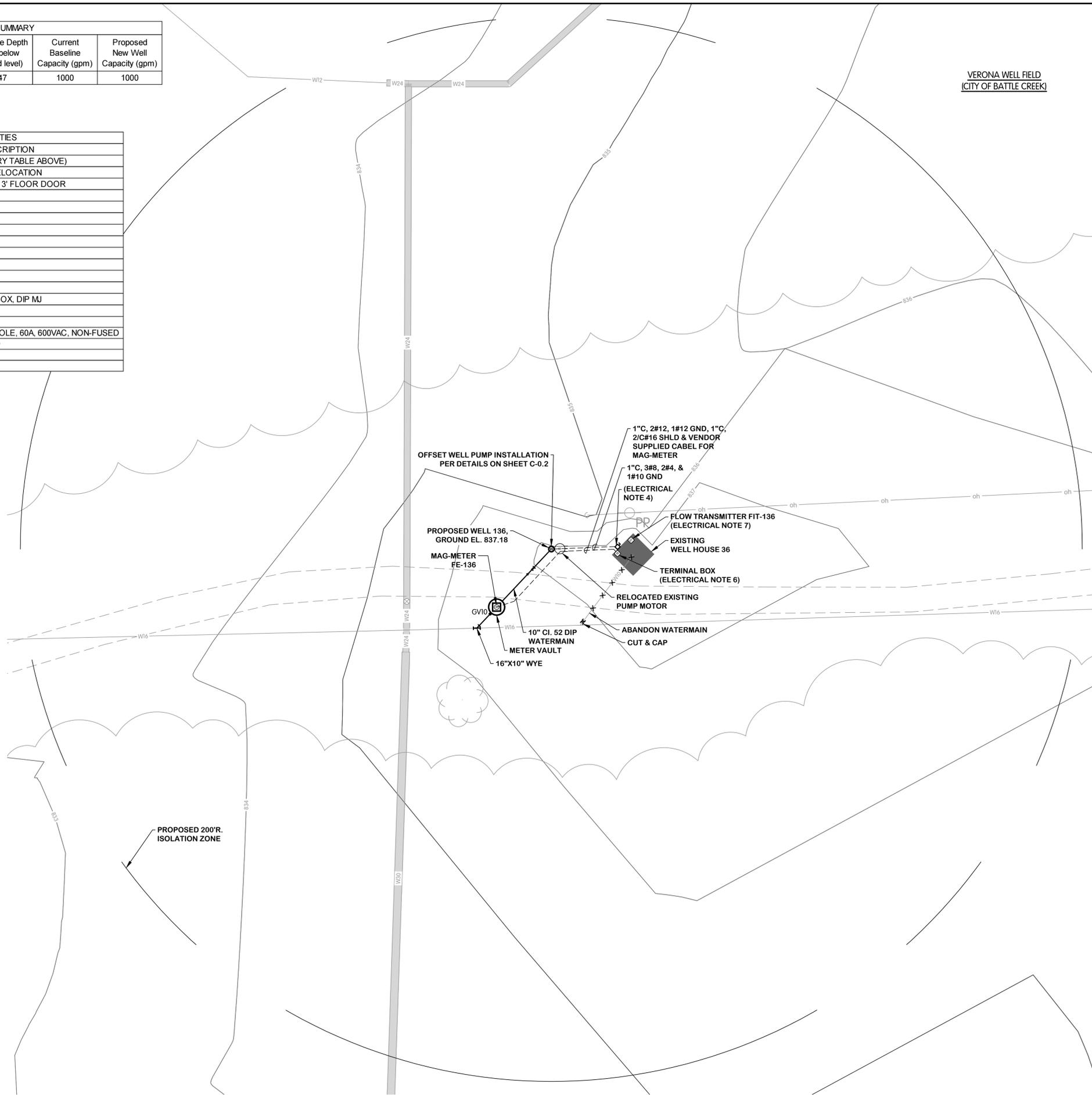
WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
36	136	31	147	1000	1000

PROPOSED WELL 136 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 36 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	10" MAGMETER
5	40	FT	10" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	10" TEE, CL DIP, FLG
8	1	EA	10" BLIND FLANGE, DIP FLG
9	1	EA	10" GATE VALVE, DIP FLG
10	1	EA	10" CHECK VALVE, DIP FLG
11	1	EA	10" 45° BEND, DIP FLG
12	1	EA	10" 45° BEND, DIP MJ
13	1	EA	10" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	16" x 10" WYE, CL DIP, MJ
15	2	EA	10" PIPE CAP, DIP MJ
16	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
17	25	FT	1" CONDUIT, 2#12, 1#12 GND
18	51	FT	1" CONDUIT, 2/C#16 SHLD
19	51	FT	1" CONDUIT, FIBER

PROPOSED WELL 136 LOCATION	
EASTING	NORTHING
12913764.685	308526.438

- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELL HOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION, SEE DETAIL ON C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUND MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELL HOUSE IS ARBITRARY. POWER VIA SPACE CIRCUIT IN EXISTING MINI POWER ZONE. THE AUXILIARY SHALL BE WIRED BACK INTO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.



SITE PLAN
SCALE: 1"=20'

WELL 136 SINGLE-LINE DIAGRAM
NTS

KAL-80000010136--WELL 036
 5/17/2024 9:45 AM - CFERRELL
 5/17/2024 11:31 AM

REVISIONS AFTER ISSUED FOR BID
 NO. 1 2 3 4 5 6 7 8 9 10
 DATE

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JOB NO. 008-8000.001
 SCALE AS NOTED
 THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE
 DESIGNED: AJD DRAWN: CJAF CHECKED: TLK
 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.5
 9 OF 27

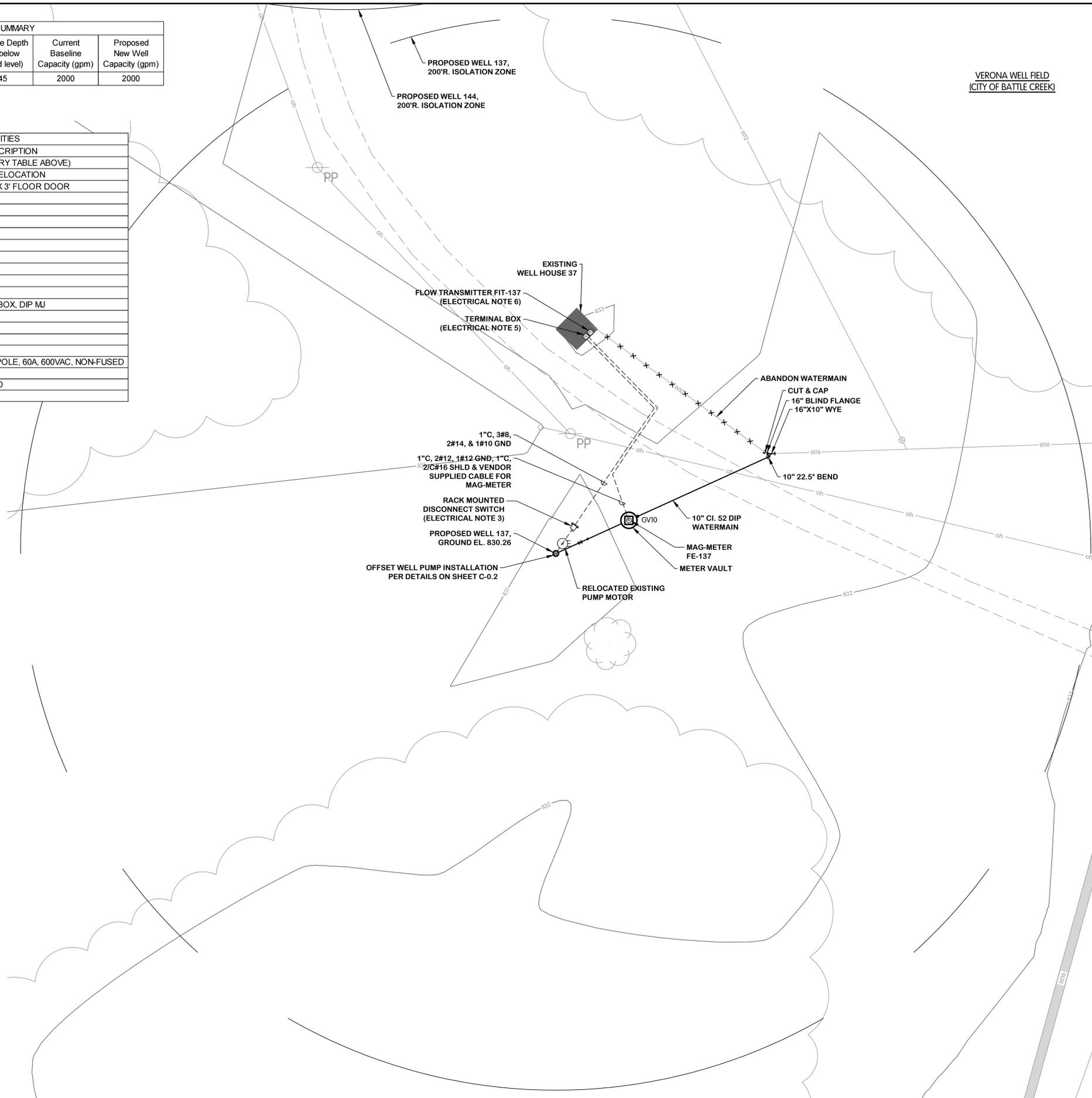


PROPOSED WELL 137 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7710-01 CONTRACT A

WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
37	137	41	145	2000	2000

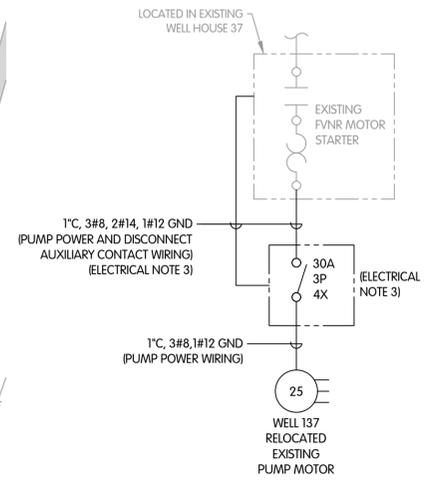
PROPOSED WELL 137 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 37 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	10" MAGMETER
5	87	FT	10" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	10" TEE, CL DIP, FLG
8	1	EA	10" BLIND FLANGE, DIP FLG
9	1	EA	10" GATE VALVE, DIP FLG
10	1	EA	10" CHECK VALVE, DIP FLG
11	1	EA	10" 45° BEND, DIP FLG
12	1	EA	10" 45° BEND, DIP MJ
13	1	EA	10" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	10" 22.5° BEND, DIP MJ
15	1	EA	16" x 10" WYE, CL DIP, MJ
16	1	EA	16" BLIND FLANGE, DIP MJ
17	1	EA	10" PIPE CAP, DIP MJ
18	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
19	100	FT	1" CONDUIT, 3#8, 1#10 GND
20	82	FT	1" CONDUIT, 2#12, 1#12 GND
21	82	FT	1" CONDUIT, 2/C#16 SHLD

PROPOSED WELL 137 LOCATION	
EASTING	NORTHING
12913068.840	308444.430



- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDING MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.



WELL 137 SINGLE-LINE DIAGRAM
NTS

SITE PLAN
SCALE: 1"=20'

KAL-8000001037-ALT-WELL 037-ALT
 5/17/2024 9:59 AM - CFERRELL
 5/17/2024 11:31 AM

REVISIONS AFTER ISSUED FOR BID
 NO. 1 2 3 4 5 6 7 8 9 10
 DATE

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JOB NO. 008-8000.001
 SCALE AS NOTED
 THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE
 DESIGNED AJD DRAWN CJAF CHECKED TLK
 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.6
 10 OF 27



PROPOSED WELL 138 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

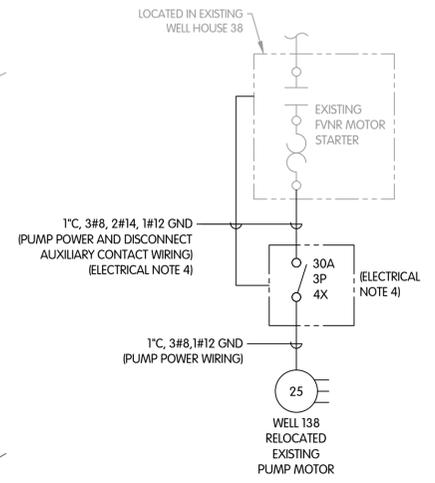
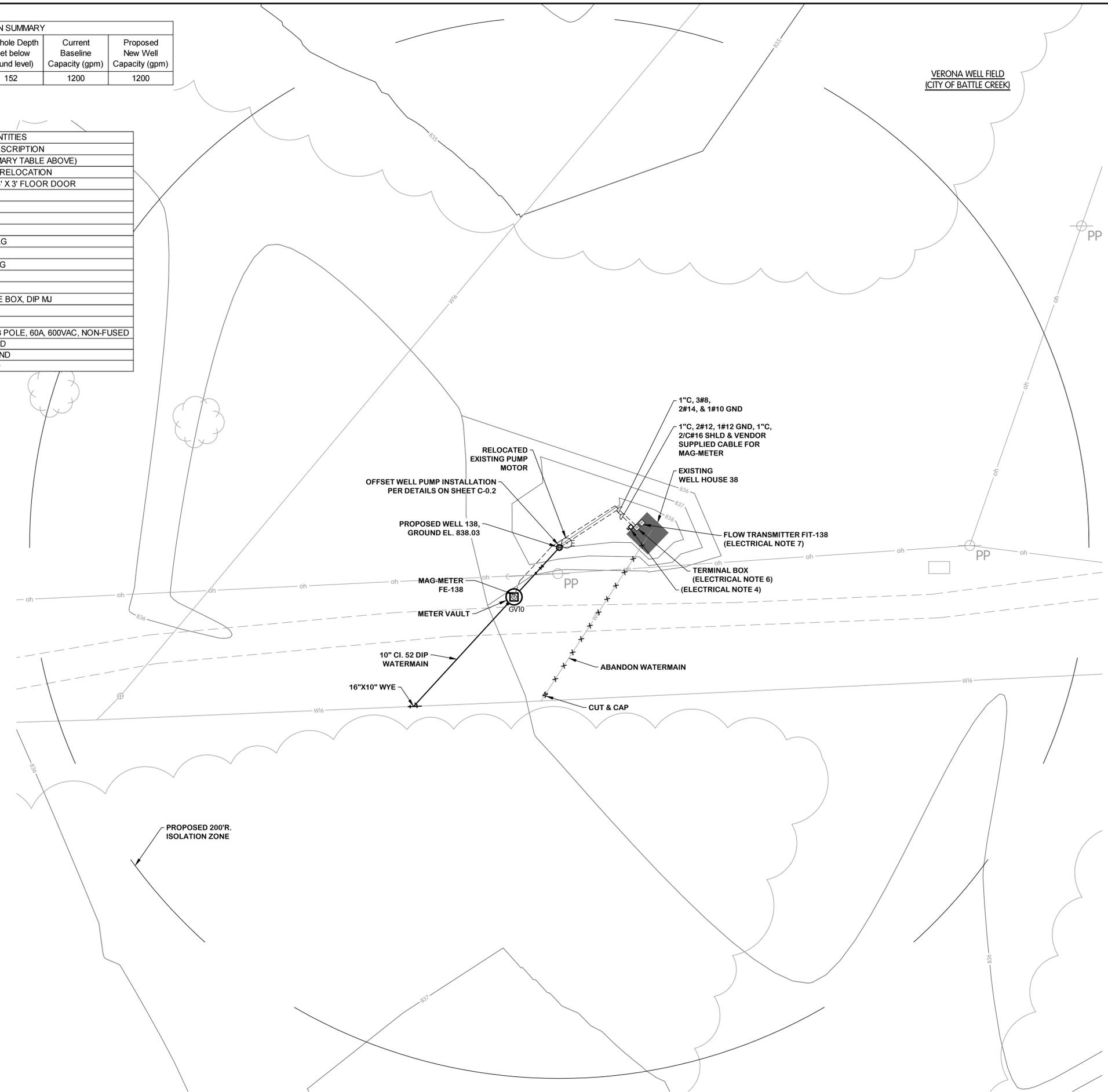
WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
38	138	47	152	1200	1200

PROPOSED WELL 138 QUANTITIES				
ITEM	QUANTITY	UNIT	DESCRIPTION	
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)	
2	1	EA	EXISTING WELL 38 PUMP RELOCATION	
3	1	EA	5" DIA. METER VAULT W/ 3' X 3' FLOOR DOOR	
4	1	EA	10" MAGMETER	
5	88	FT	10" CL 52 DIP	
6	1	EA	AIR RELEASE VALVE	
7	1	EA	10" TEE, CL DIP, FLG	
8	1	EA	10" BLIND FLANGE, DIP FLG	
9	1	EA	10" GATE VALVE, DIP FLG	
10	1	EA	10" CHECK VALVE, DIP FLG	
11	1	EA	10" 45° BEND, DIP FLG	
12	1	EA	10" 45° BEND, DIP MJ	
13	1	EA	10" GATE VALVE W/ VALVE BOX, DIP MJ	
14	1	EA	16" x 10" WYE, CL DIP, MJ	
15	2	EA	10" PIPE CAP, DIP MJ	
16	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED	
17	34	FT	1" CONDUIT, 3#8, 1#10 GND	
18	63	FT	1" CONDUIT, 2#12, 1#12 GND	
19	63	FT	1" CONDUIT, 2/C#16 SHLD	

PROPOSED WELL 138 LOCATION	
EASTING	NORTHING
12914262.616	308572.411

- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION, SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELL-HOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.



SITE PLAN
SCALE: 1"=20'

WELL 138 SINGLE-LINE DIAGRAM
NTS

KAL-8000001038-WELL 038
 5/17/2024 10:06 AM - CFERRELL
 5/17/2024 11:31 AM

REVISIONS AFTER ISSUED FOR BID
 NO. DATE

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JOB NO. 008-8000.001
 SCALE AS NOTED
 THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE
 DESIGNED: AJD DRAWN: CJAF CHECKED: TLK
 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.7
 II OF 27

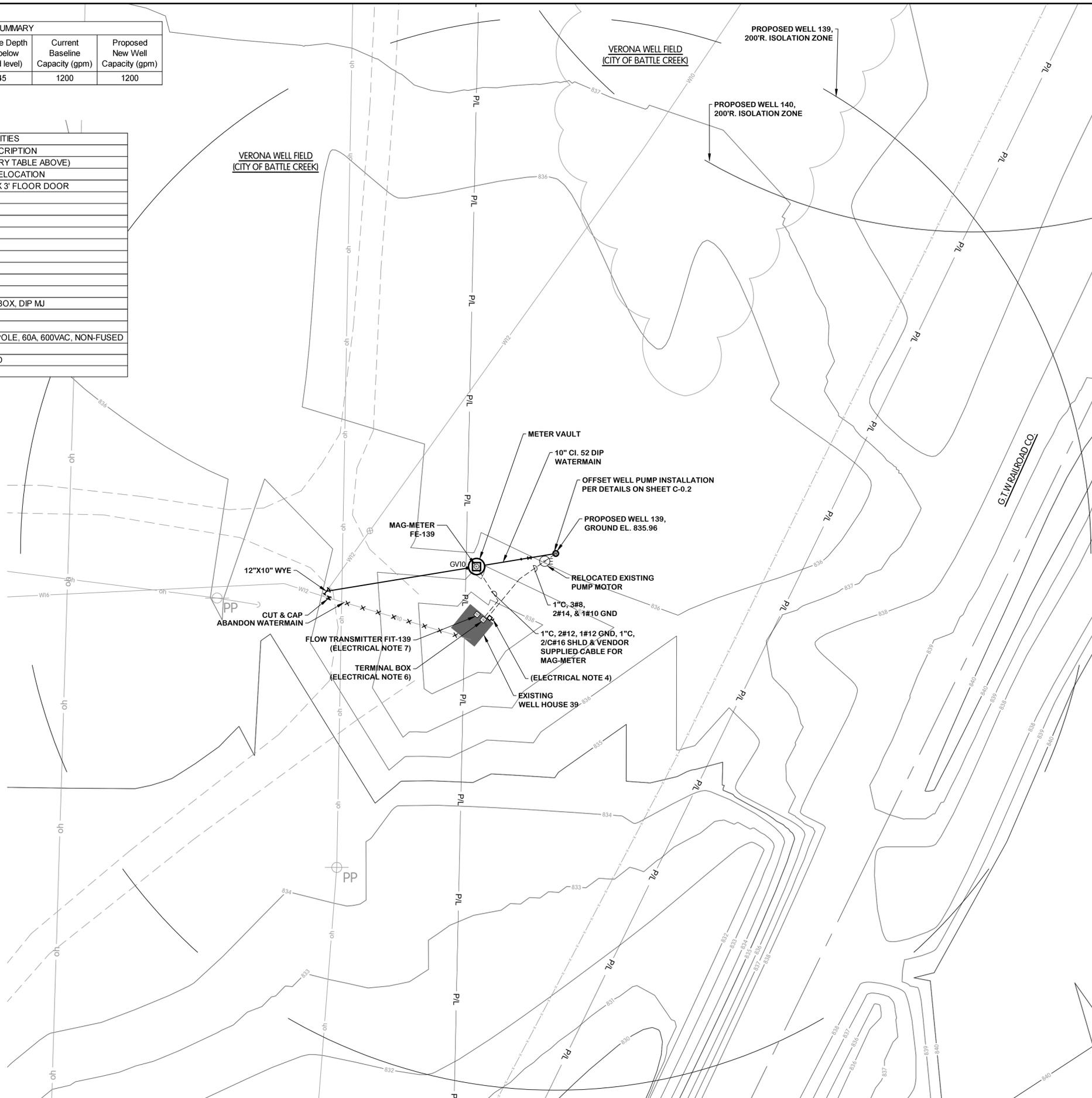


PROPOSED WELL 139 SITE PLAN
CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
39	139	30	145	1200	1200

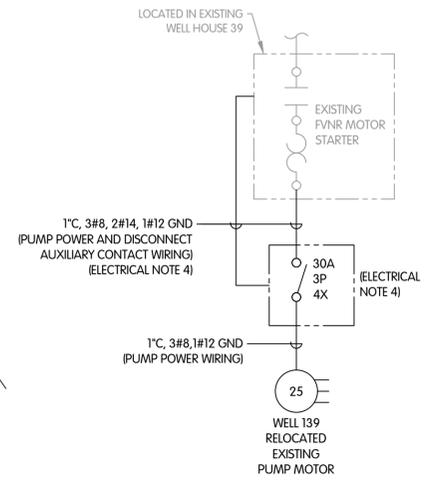
PROPOSED WELL 139 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 39 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	10" MAGMETER
5	86	FT	10" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	10" TEE, CL DIP, FLG
8	1	EA	10" BLIND FLANGE, DIP FLG
9	1	EA	10" GATE VALVE, DIP FLG
10	1	EA	10" CHECK VALVE, DIP FLG
11	1	EA	10" 45° BEND, DIP FLG
12	1	EA	10" 45° BEND, DIP MJ
13	1	EA	10" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	12" x 10" WYE, CL DIP, MJ
15	2	EA	10" PIPE CAP, DIP MJ
16	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
17	35	FT	1" CONDUIT, 3#8, 1#10 GND
18	20	FT	1" CONDUIT, 2#12, 1#12 GND
19	20	FT	1" CONDUIT, 2/C#16 SHLD

PROPOSED WELL 139 LOCATION	
EASTING	NORTHING
12914858.505	308549.795



- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION, SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELL-HOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.



SITE PLAN
SCALE: 1"=20'

WELL 139 SINGLE-LINE DIAGRAM
NTS

KAL-8000001039--WELL 039
5/17/2024 10:13 AM - CFERRELL
5/17/2024 11:31 AM

DESIGNED: AJD
DRAWN: CJAF
CHECKED: TLK

STATUS: ISSUE FOR BID
DATE: MAY 2024

SHEET NO. C-1.8
12 OF 27

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JOB NO. 008-8000.001
SCALE AS NOTED
THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE

REVISIONS AFTER ISSUED FOR BID

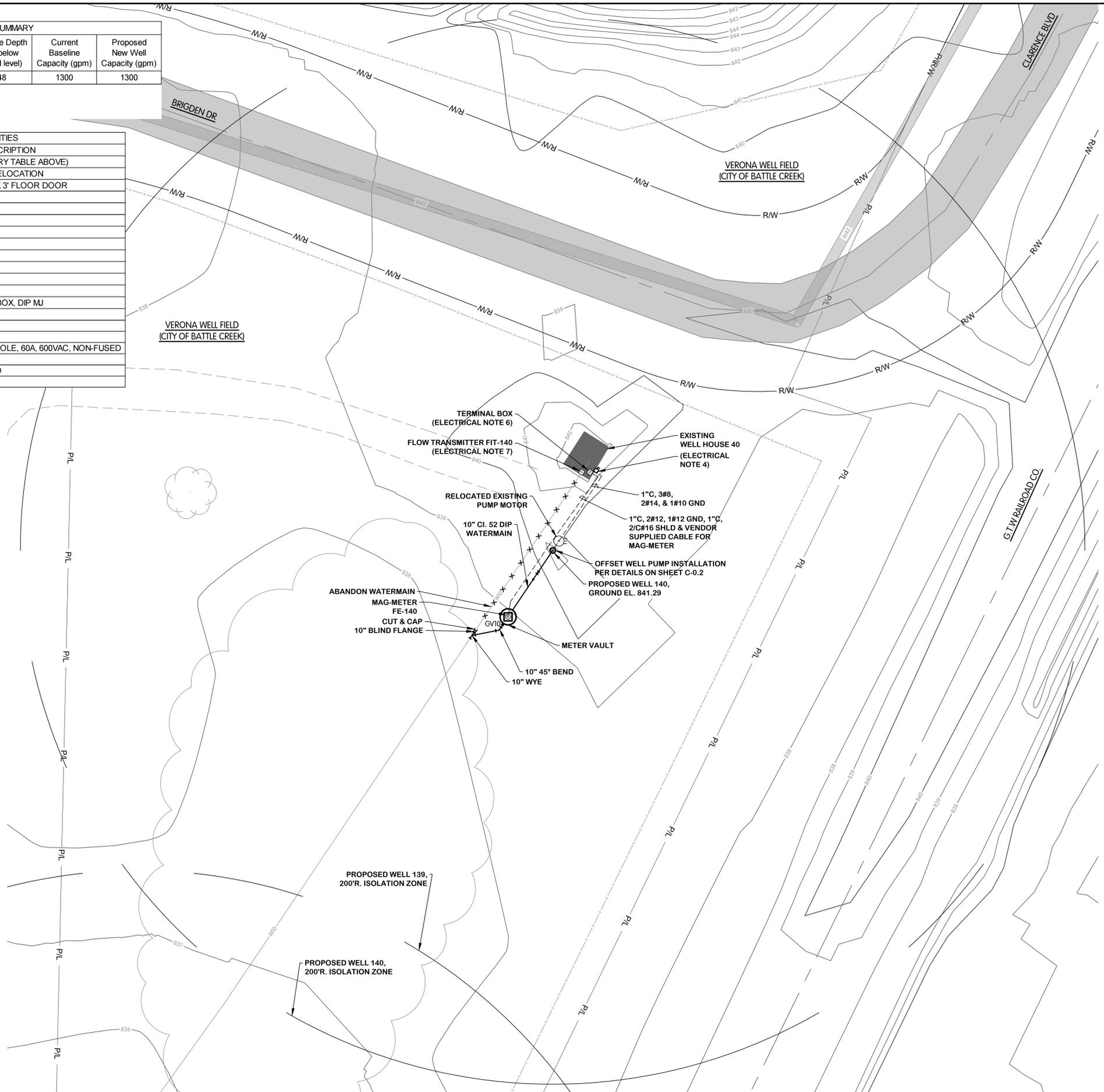


PROPOSED WELL 140 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSR 7710-01 CONTRACT A

WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
40	140	30	148	1300	1300

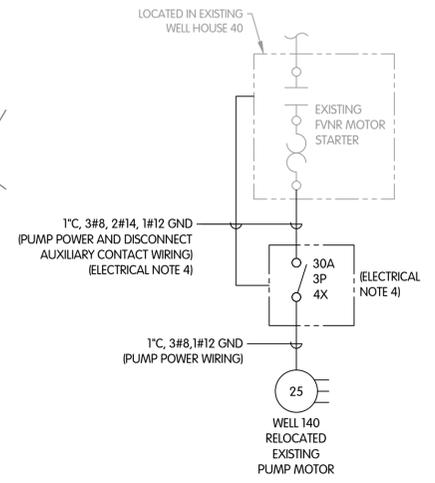
PROPOSED WELL 140 QUANTITIES			DESCRIPTION
ITEM	QUANTITY	UNIT	
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 40 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	10" MAGMETER
5	46	FT	10" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	10" TEE, CL DIP, FLG
8	1	EA	10" BLIND FLANGE, DIP FLG
9	1	EA	10" GATE VALVE, DIP FLG
10	1	EA	10" CHECK VALVE, DIP FLG
11	1	EA	10" 45° BEND, DIP FLG
12	2	EA	10" 45° BEND, DIP MJ
13	1	EA	10" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	10" WYE, CL DIP, MJ
15	1	EA	10" BLIND FLANGE, DIP MJ
16	1	EA	10" PIPE CAP, DIP MJ
17	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
18	36	FT	1" CONDUIT, 3#8, 1#10 GND
19	63	FT	1" CONDUIT, 2#12, 1#12 GND
20	63	FT	1" CONDUIT, 2/C#16 SHLD

PROPOSED WELL 140 LOCATION		
EASTING	NORTHING	
12915014.139	308869.657	



- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION, SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGE REQUIREMENTS.



WELL 140 SINGLE-LINE DIAGRAM

SITE PLAN
SCALE: 1"=20'

KAL-8000001010-WELL 040
 5/17/2024 10:18 AM - CFERRELL
 5/17/2024 11:31 AM

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SCALE AS NOTED

THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE

DESIGNED	DRAWN	CHECKED
AJD	CJAF	TLK

STATUS: ISSUE FOR BID

DATE: MAY 2024

SHEET NO. C-1.9

13 OF 27

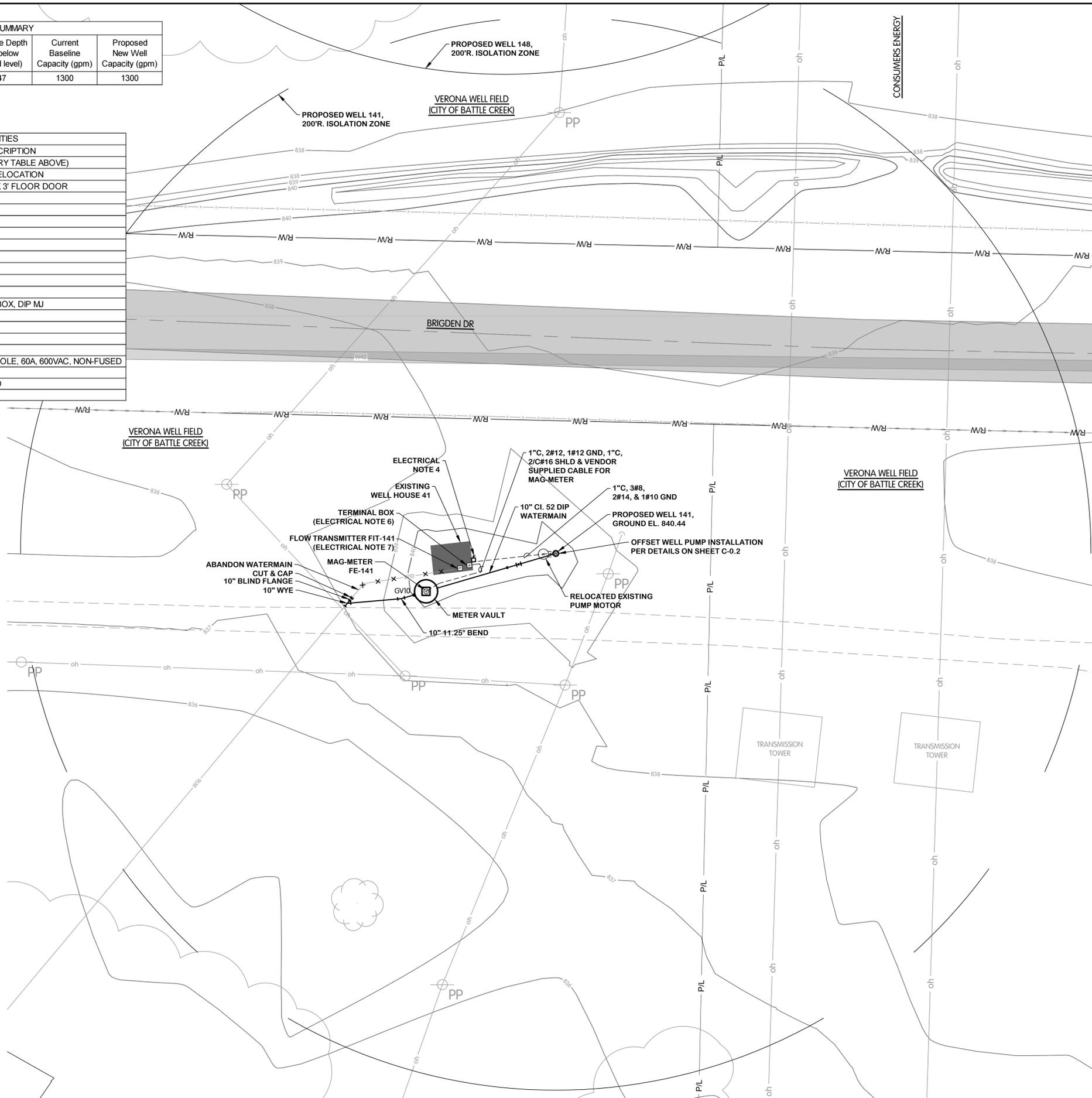


PROPOSED WELL 141 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
41	141	50.6	147	1300	1300

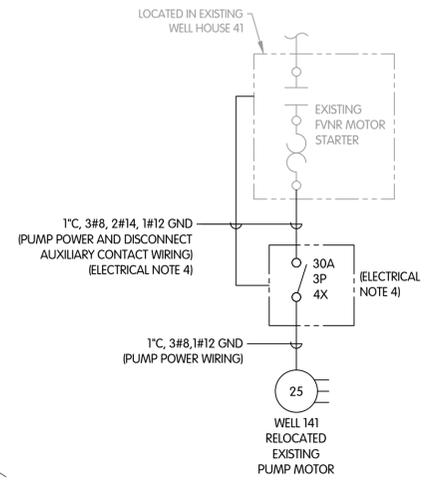
PROPOSED WELL 141 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 41 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	10" MAGMETER
5	58	FT	10" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	10" TEE, CL DIP, FLG
8	1	EA	10" BLIND FLANGE, DIP FLG
9	1	EA	10" GATE VALVE, DIP FLG
10	1	EA	10" CHECK VALVE, DIP FLG
11	1	EA	10" 45° BEND, DIP FLG
12	1	EA	10" 45° BEND, DIP MJ
13	1	EA	10" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	10" 11.25° BEND, DIP MJ
15	1	EA	16" x 10" WYE, CL DIP, MJ
16	1	EA	16" BLIND FLANGE, DIP MJ
17	1	EA	16" PIPE CAP, DIP MJ
18	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
19	31	FT	1" CONDUIT, 3#8, 1#10 GND
20	24	FT	1" CONDUIT, 2#12, 1#12 GND
21	24	FT	1" CONDUIT, 2/C#16 SHLD

PROPOSED WELL 141 LOCATION	
EASTING	NORTHING
12914544.559	308975.459



- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION, SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGE REQUIREMENTS.



SITE PLAN
SCALE: 1"=20'

WELL 141 SINGLE-LINE DIAGRAM
NTS

KAL-80000001-WELL 041
 5/17/2024 10:24 AM - CFERRELL
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JOB NO. 008-8000.001
 SCALE AS NOTED
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 DESIGNED: AJD DRAWN: C.JAF CHECKED: TLK
 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.10
 14 OF 27



PROPOSED WELL 142 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7710-01 CONTRACT A

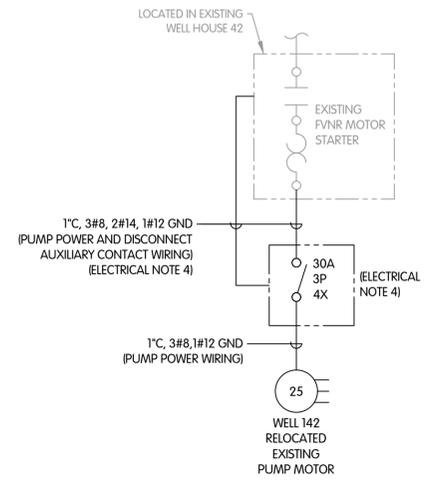
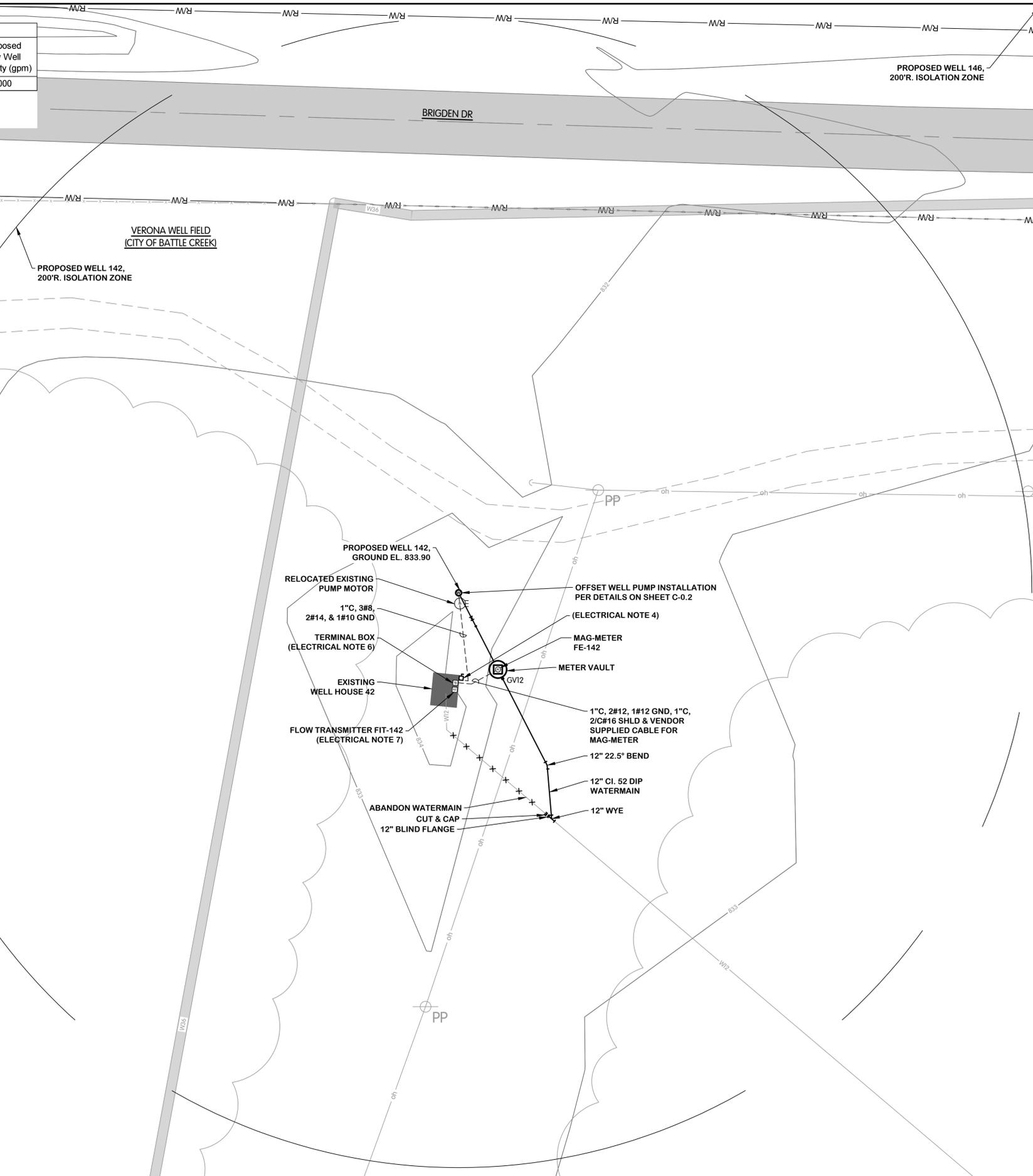
WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
42	142	21	150	1000	1000

PROPOSED WELL 142 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 42 PUMP RELOCATION
3	1	EA	5" DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	12" MAGMETER
5	86	FT	12" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	12" TEE, CL DIP, FLG
8	1	EA	12" BLIND FLANGE, DIP FLG
9	1	EA	12" GATE VALVE, DIP FLG
10	1	EA	12" CHECK VALVE, DIP FLG
11	1	EA	12" 45° BEND, DIP FLG
12	1	EA	12" 45° BEND, DIP MJ
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	12" 22.5° BEND, DIP MJ
15	1	EA	12" WYE, CL DIP, MJ
16	1	EA	12" BLIND FLANGE, DIP MJ
17	1	EA	12" PIPE CAP, DIP MJ
18	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
19	34	FT	1" CONDUIT, 3#8, 1#10 GND
20	12	FT	1" CONDUIT, 2#12, 1#12 GND
21	12	FT	1" CONDUIT, 2/C#16 SHLD

PROPOSED WELL 142 LOCATION	
EASTING	NORTHING
12913460.913	308915.497

- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION, SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELL-HOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.



SITE PLAN
 SCALE: 1"=20'

WELL 142 SINGLE-LINE DIAGRAM
 NTS

KAL-8000001042-WELL 042
 5/17/2024 10:28 AM - CFERRELL
 5/17/2024 11:31 AM

DESIGNED: AJD
 DRAWN: CJAF
 CHECKED: TLK

STATUS: ISSUE FOR BID
 DATE: MAY 2024

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JOB NO. 008-8000.001
 SCALE AS NOTED
 SHEET NO. C-1.11
 15 OF 27

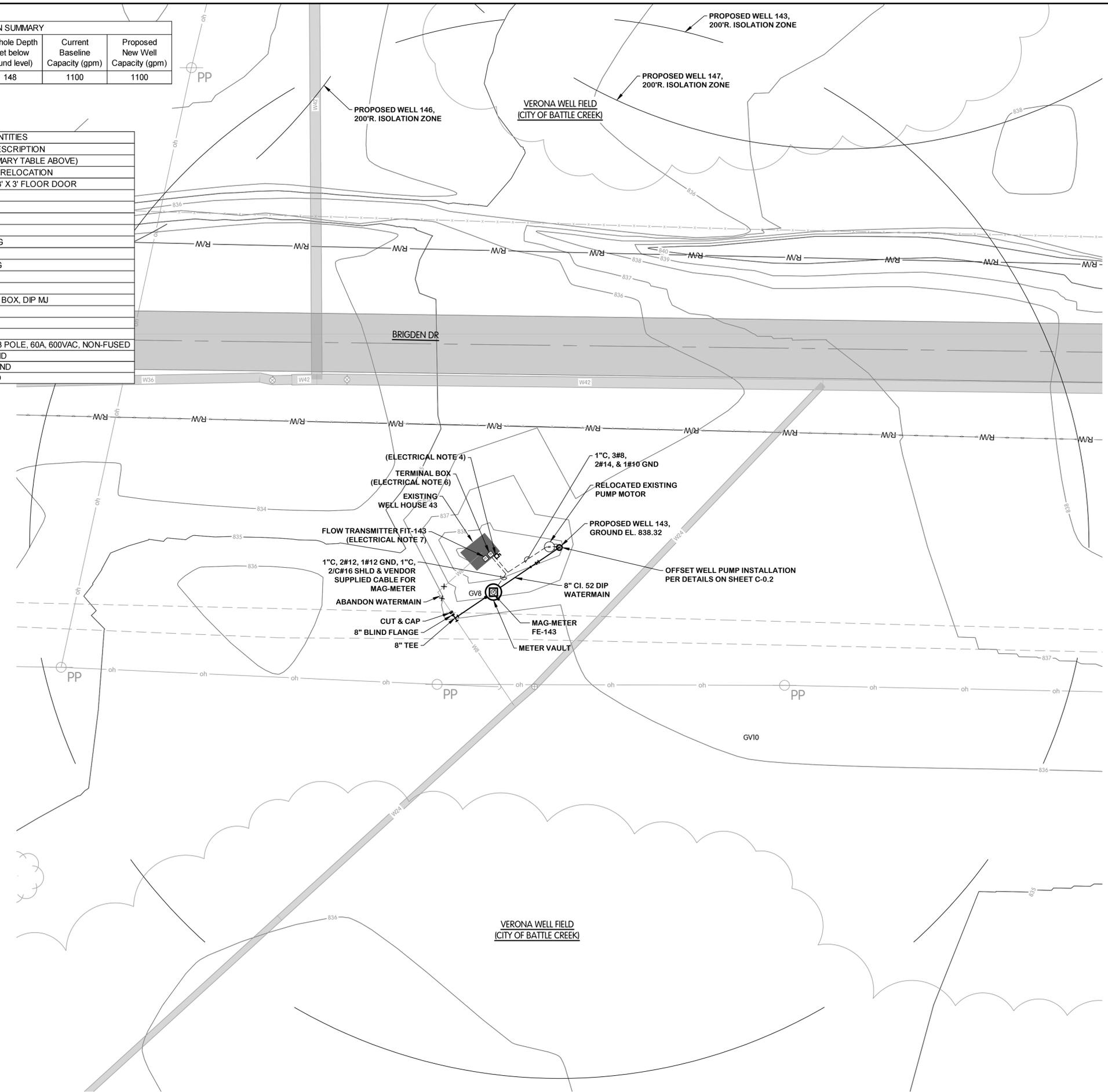


PROPOSED WELL 143 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
43	143	25	148	1100	1100

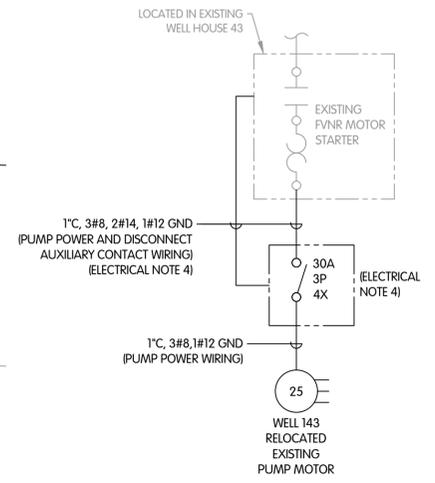
PROPOSED WELL 143 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 43 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	8" MAGMETER
5	49	FT	8" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	8" TEE, CL DIP, FLG
8	1	EA	8" BLIND FLANGE, DIP FLG
9	1	EA	8" GATE VALVE, DIP FLG
10	1	EA	8" CHECK VALVE, DIP FLG
11	1	EA	8" 45° BEND, DIP FLG
12	1	EA	8" 45° BEND, DIP MJ
13	1	EA	8" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	8" TEE, CL DIP, MJ
15	1	EA	8" BLIND FLANGE, DIP MJ
16	1	EA	8" PIPE CAP, DIP MJ
17	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
18	30	FT	1" CONDUIT, 3#8, 1#10 GND
19	14	FT	1" CONDUIT, 2#12, 1#12 GND
20	14	FT	1" CONDUIT, 2/C#16 SHLD

PROPOSED WELL 143 LOCATION	
EASTING	NORTHING
12914020.309	308991.712



- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION. SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL). CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.



WELL 143 SINGLE-LINE DIAGRAM
NTS

SITE PLAN
SCALE: 1"=20'

KAL-8000001013--WELL 043
 5/17/2024 10:32 AM - CFERRELL
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 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.12
 16 OF 27

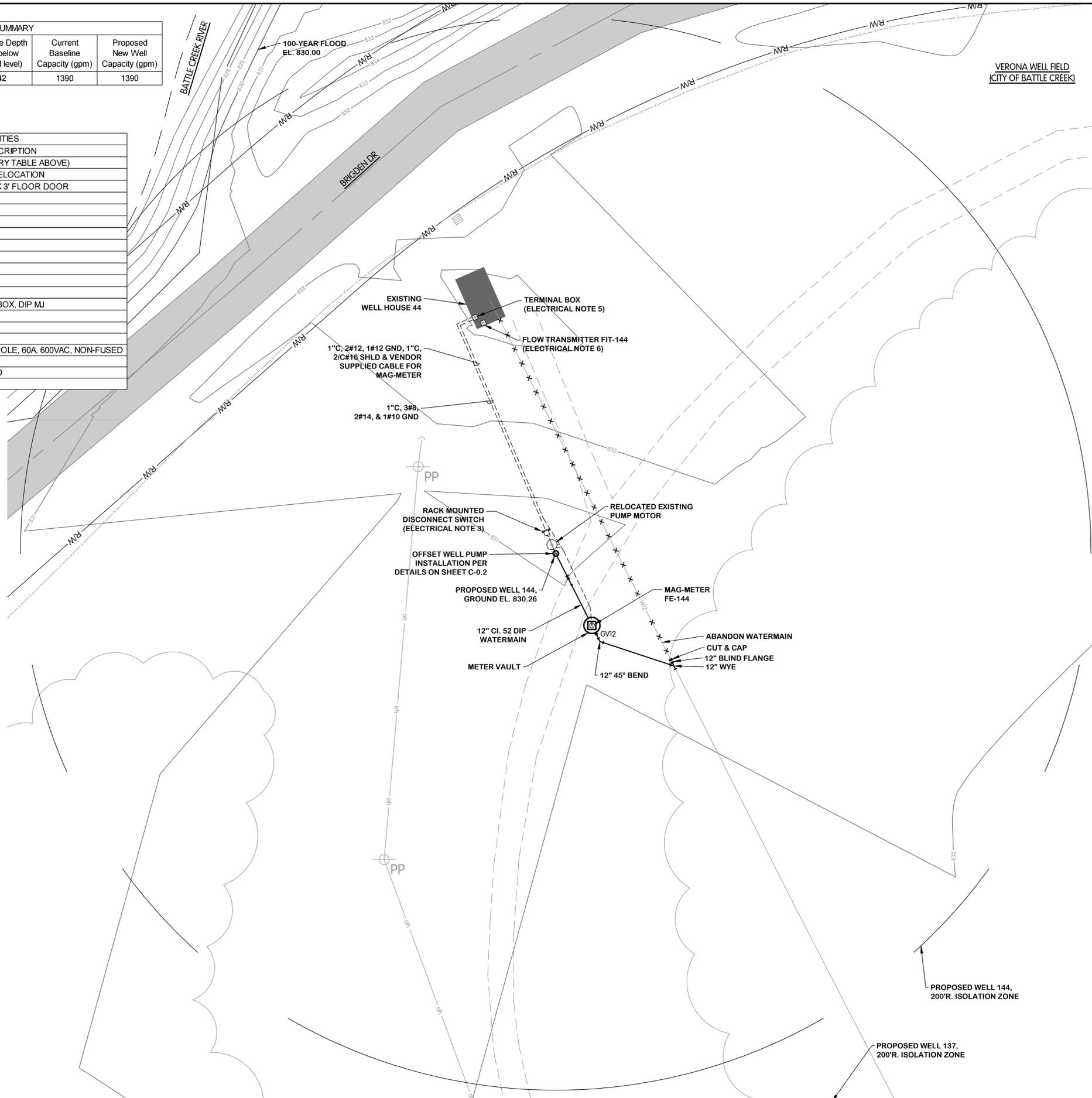


PROPOSED WELL 144 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
44	144	67	142	1390	1390

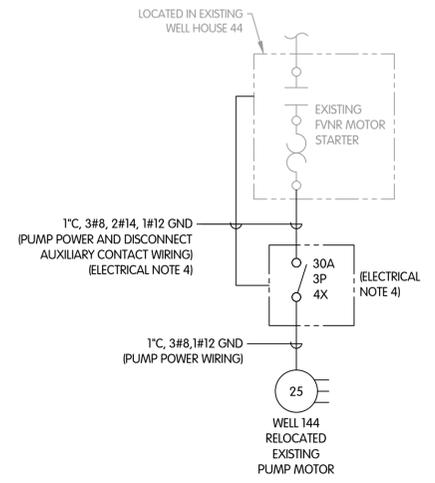
PROPOSED WELL 144 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 44 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	12" MAGMETER
5	65	FT	12" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	12" TEE, CL DIP, FLG
8	1	EA	12" BLIND FLANGE, DIP FLG
9	1	EA	12" GATE VALVE, DIP FLG
10	1	EA	12" CHECK VALVE, DIP FLG
11	1	EA	12" 45° BEND, DIP FLG
12	2	EA	12" 45° BEND, DIP MJ
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	12" WYE, CL DIP, MJ
15	1	EA	12" BLIND FLANGE, DIP MJ
16	1	EA	12" PIPE CAP, DIP MJ
17	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
18	99	FT	1" CONDUIT, 3#8, 1#10 GND
19	125	FT	1" CONDUIT, 2#12, 1#12 GND
20	125	FT	1" CONDUIT, 2/C#16 SHLD

PROPOSED WELL 144 LOCATION	
EASTING	NORTHING
12912990.440	308847.120



- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.



SITE PLAN
SCALE: 1"=20'

WELL 144 SINGLE-LINE DIAGRAM
NTS

KAL-80000001044ALT-WELL 044ALT
 5/17/2024 10:37 AM - CFERRELL
 5/17/2024 11:32 AM

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 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.13
 17 OF 27



PROPOSED WELL 145 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
45	145	66.3	145	1580	1580

FLOOD PLAIN CASING HEIGHT SUMMARY		
Well Identification	100-Year Flood Elevation*	Replacement Well Minimum Casing Height
145	830.1	832.1

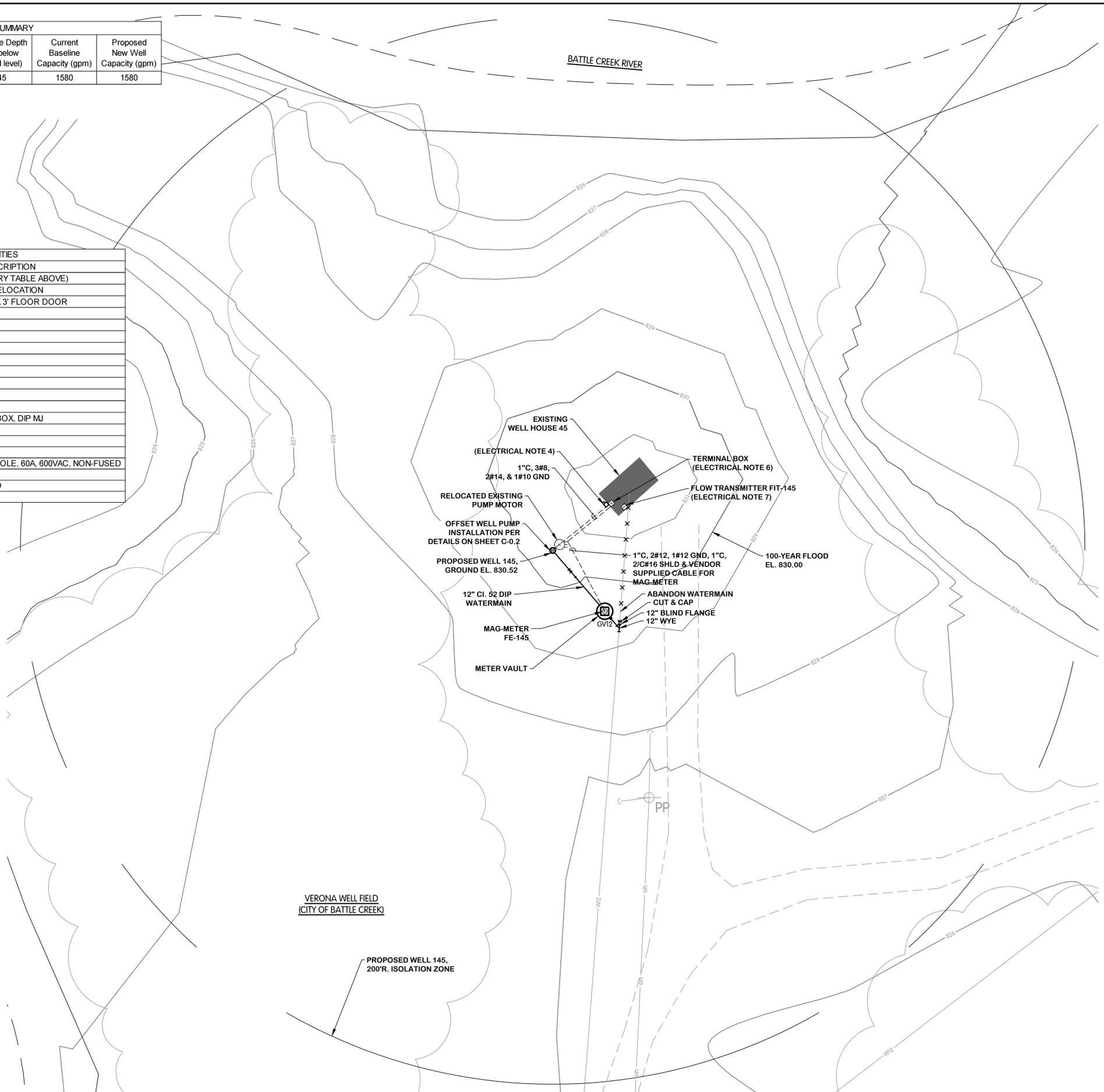
*Source: FEMA Flood Insurance Rate Map, April 4, 2011

PROPOSED WELL 145 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 45 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	12" MAGMETER
5	38	FT	12" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	12" TEE, CL DIP, FLG
8	1	EA	12" BLIND FLANGE, DIP FLG
9	1	EA	12" GATE VALVE, DIP FLG
10	1	EA	12" CHECK VALVE, DIP FLG
11	1	EA	12" 45° BEND, DIP FLG
12	1	EA	12" 45° BEND, DIP MJ
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	12" WYE, CL DIP, MJ
15	1	EA	12" BLIND FLANGE, DIP MJ
16	1	EA	12" PIPE CAP, DIP MJ
17	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
18	27	FT	1" CONDUIT, 3#8, 1#10 GND
19	48	FT	1" CONDUIT, 2#12, 1#12 GND
20	48	FT	1" CONDUIT, 2/C#16 SHLD

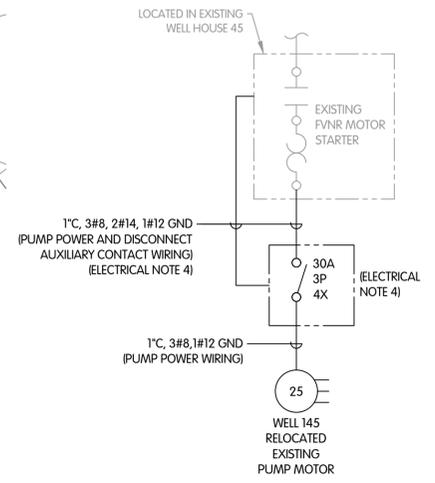
PROPOSED WELL 145 LOCATION	
EASTING	NORTHING
12913911.024	309916.995

- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION, SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGE REQUIREMENTS.



SITE PLAN
SCALE: 1"=20'



WELL 145 SINGLE-LINE DIAGRAM
NTS

KAL-8000010045-WELL 045
 5/17/2024 10:42 AM - CFERRELL
 5/17/2024 11:32 AM

REVISIONS AFTER ISSUED FOR BID
 NO. DATE

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JOB NO. 008-8000.001
 SCALE AS NOTED
 THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE
 DESIGNED AJD DRAWN CJAF CHECKED TLK
 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.14
 18 OF 27



PROPOSED WELL 146 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

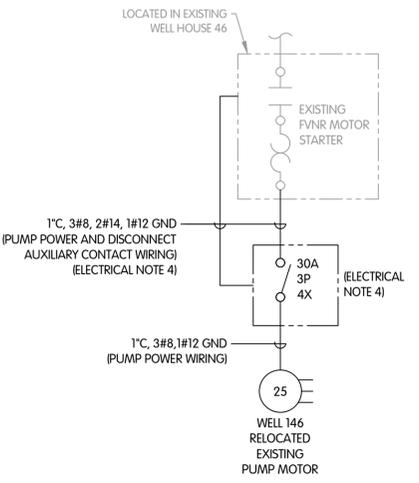
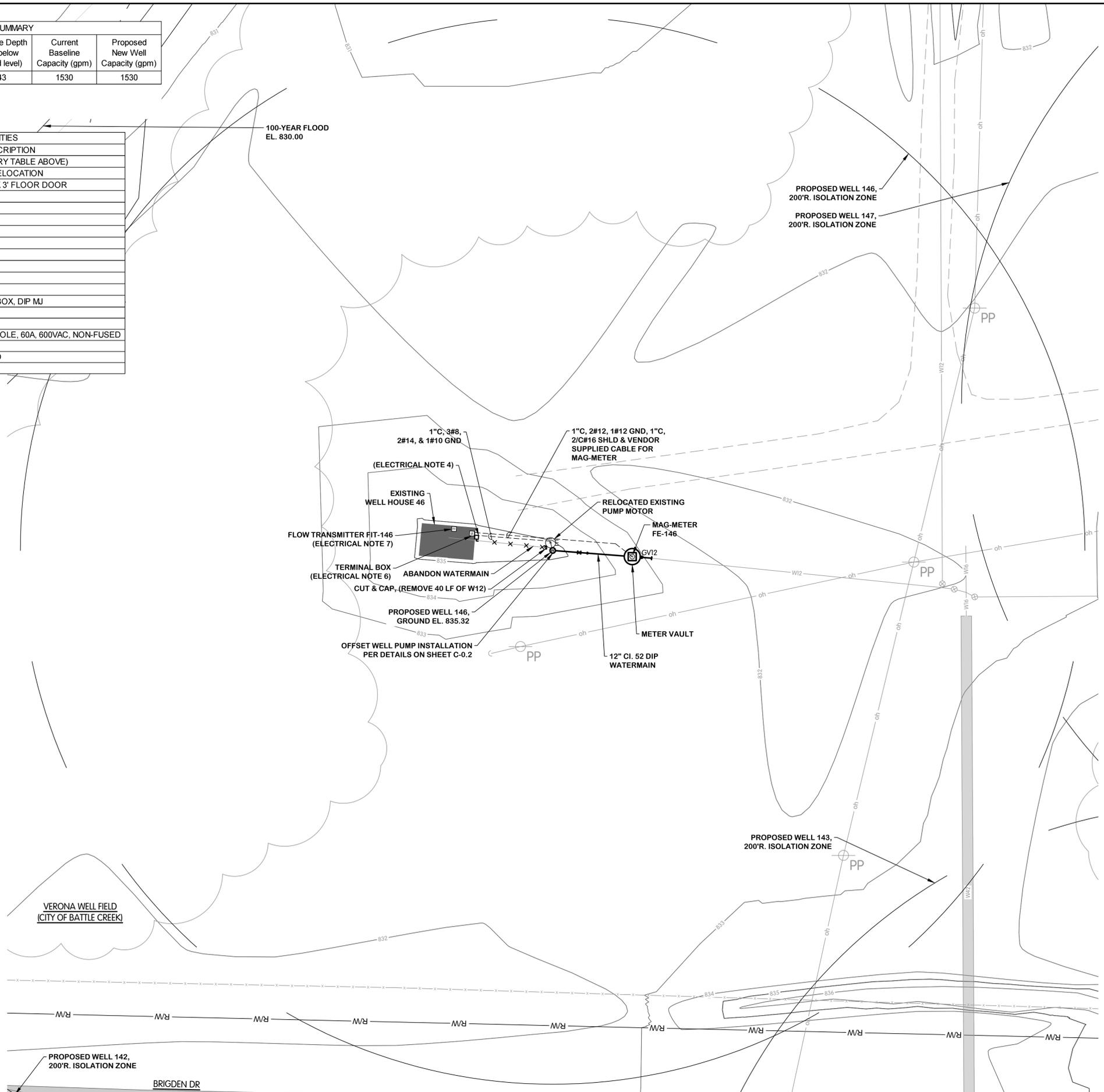
WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
46	146	64.9	143	1530	1530

PROPOSED WELL 146 QUANTITIES				
ITEM	QUANTITY	UNIT	DESCRIPTION	
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)	
2	1	EA	EXISTING WELL 46 PUMP RELOCATION	
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR	
4	1	EA	12" MAGMETER	
5	35	FT	12" CL 52 DIP	
6	1	EA	AIR RELEASE VALVE	
7	1	EA	12" TEE, CL DIP, FLG	
8	1	EA	12" BLIND FLANGE, DIP FLG	
9	1	EA	12" GATE VALVE, DIP FLG	
10	1	EA	12" CHECK VALVE, DIP FLG	
11	1	EA	12" 45° BEND, DIP FLG	
12	1	EA	12" 45° BEND, DIP MJ	
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ	
14	1	EA	12" CONNECTION	
15	2	EA	12" PIPE CAP, DIP MJ	
16	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED	
17	31	FT	1" CONDUIT, 3#8, 1#10 GND	
18	58	FT	1" CONDUIT, 2#12, 1#12 GND	
19	58	FT	1" CONDUIT, 2/C#16 SHLD	

PROPOSED WELL 146 LOCATION	
EASTING	NORTHING
12913772.163	309286.754

- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION, SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.



SITE PLAN
SCALE: 1"=20'

WELL 146 SINGLE-LINE DIAGRAM
NTS

KAL-8000010146-WELL 046
 5/17/2024 10:49 AM - CFERRELL
 5/17/2024 11:32 AM

REVISIONS AFTER ISSUED FOR BID
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JOB NO. 008-8000.001
 SCALE AS NOTED
 THIS LINE SCALES 1" WHEN PLOTTED TO NOTED SCALE
 DESIGNED: AJD DRAWN: CJAF CHECKED: TLK
 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.15
 19 OF 27



PROPOSED WELL 147 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7710-01 CONTRACT A

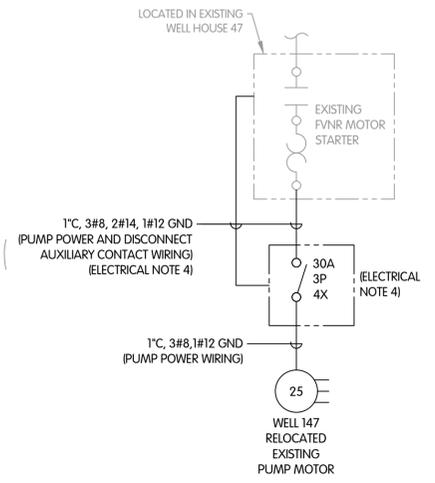
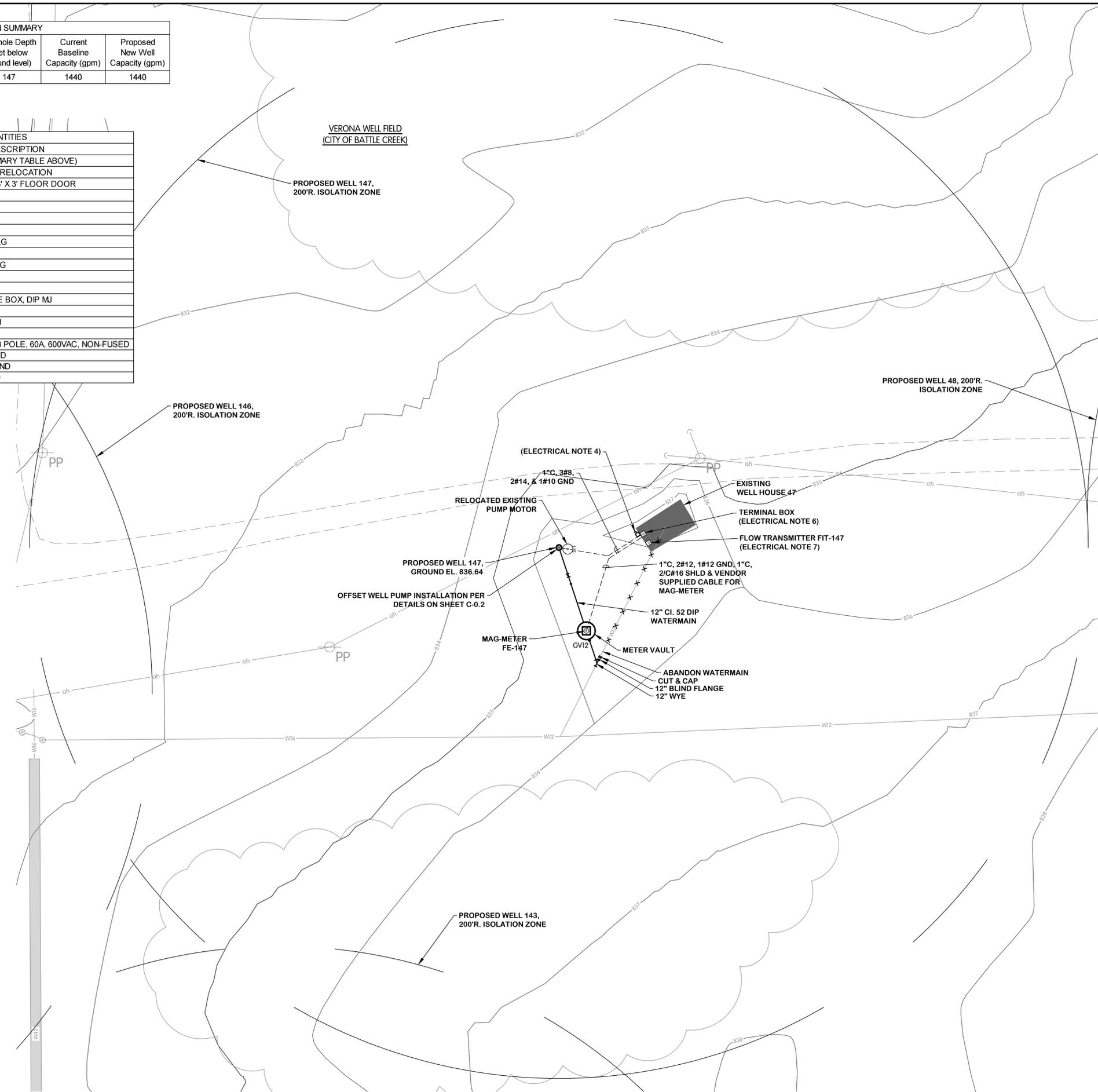
WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
47	147	56.9	147	1440	1440

PROPOSED WELL 147 QUANTITIES					
ITEM	QUANTITY	UNIT	DESCRIPTION		
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)		
2	1	EA	EXISTING WELL 47 PUMP RELOCATION		
3	1	EA	5" DIA. METER VAULT W/ 3' X 3' FLOOR DOOR		
4	1	EA	12" MAGMETER		
5	46	FT	12" CL 52 DIP		
6	1	EA	AIR RELEASE VALVE		
7	1	EA	12" TEE, CL DIP, FLG		
8	1	EA	12" BLIND FLANGE, DIP FLG		
9	1	EA	12" GATE VALVE, DIP FLG		
10	1	EA	12" CHECK VALVE, DIP FLG		
11	1	EA	12" 45° BEND, DIP FLG		
12	1	EA	12" 45° BEND, DIP MJ		
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ		
14	1	EA	12" WYE, CL DIP, MJ		
15	1	EA	12" BLIND FLANGE, DIP MJ		
16	1	EA	12" PIPE CAP, DIP MJ		
17	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED		
18	33	FT	1" CONDUIT, 3#8, 1#10 GND		
19	41	FT	1" CONDUIT, 2#12, 1#12 GND		
20	41	FT	1" CONDUIT, 2/C#16 SHLD		

PROPOSED WELL 147 LOCATION	
EASTING	NORTHING
12914125.772	309341.861

- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION, SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGE REQUIREMENTS.



SITE PLAN
SCALE: 1"=20'

WELL 147 SINGLE-LINE DIAGRAM
NTS

KAL-8000001047-WELL 047
 5/17/2024 10:54 AM - CFERRELL
 5/17/2024 11:32 AM

REVISIONS AFTER ISSUED FOR BID
 NO. DATE

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JOB NO. 008-8000.001
 SCALE AS NOTED
 THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE
 DESIGNED AJD DRAWN CJAF CHECKED TLK
 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.16
 20 OF 27



PROPOSED WELL 148 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

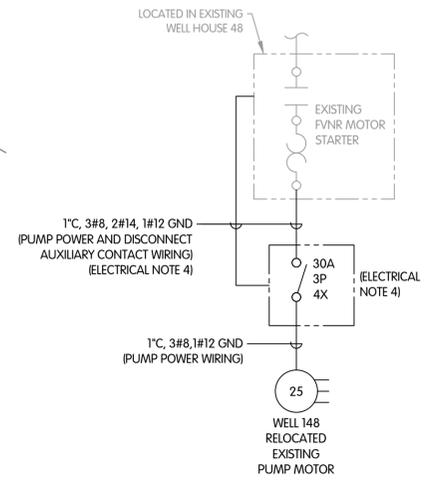
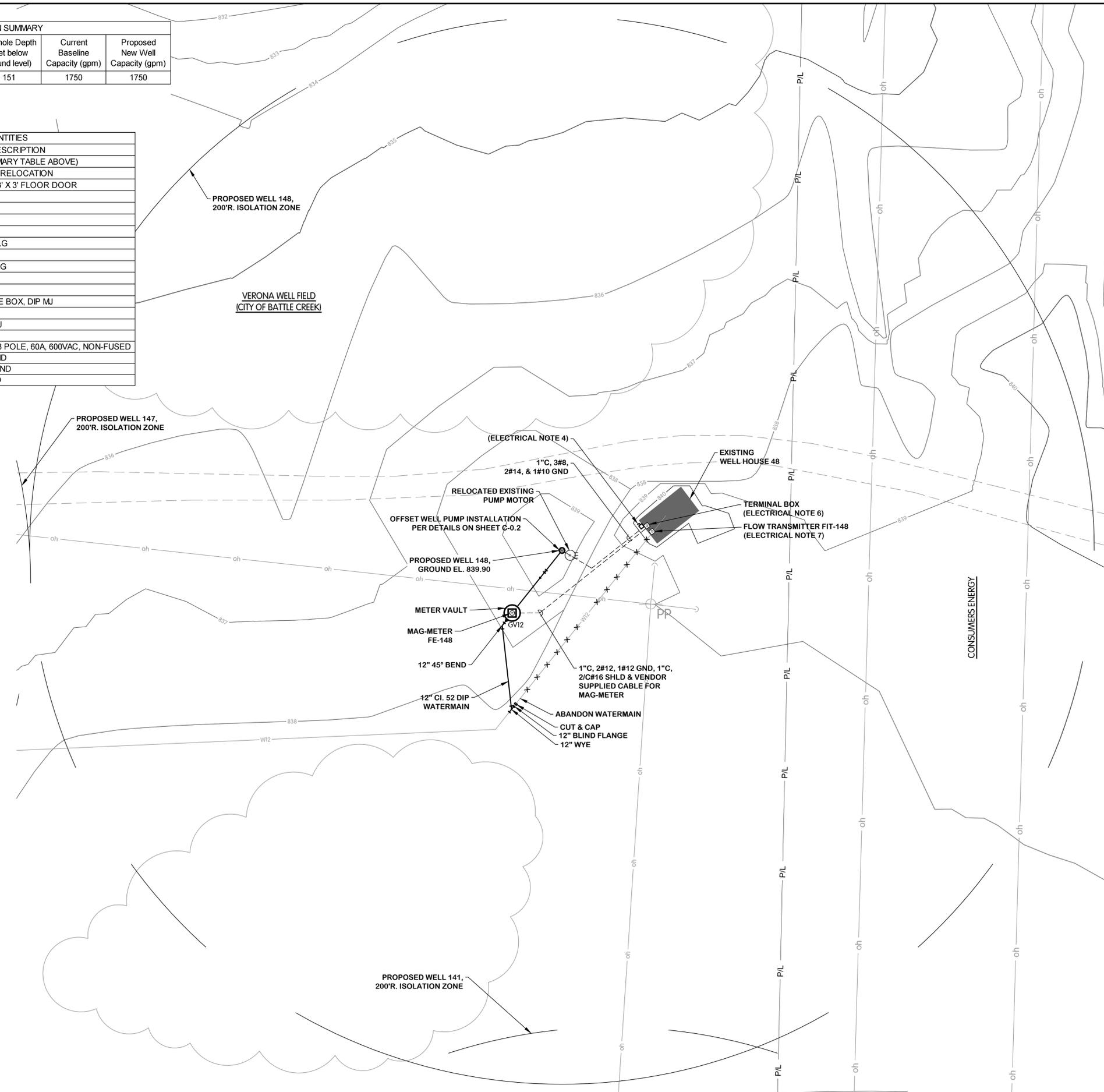
WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
48	148	50.5	151	1750	1750

PROPOSED WELL 148 QUANTITIES					
ITEM	QUANTITY	UNIT	DESCRIPTION		
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)		
2	1	EA	EXISTING WELL 48 PUMP RELOCATION		
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR		
4	1	EA	12" MAGMETER		
5	67	FT	12" CL 52 DIP		
6	1	EA	AIR RELEASE VALVE		
7	1	EA	12" TEE, CL DIP, FLG		
8	1	EA	12" BLIND FLANGE, DIP FLG		
9	1	EA	12" GATE VALVE, DIP FLG		
10	1	EA	12" CHECK VALVE, DIP FLG		
11	1	EA	12" 45° BEND, DIP FLG		
12	2	EA	12" 45° BEND, DIP MJ		
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ		
14	1	EA	12" WYE, CL DIP, MJ		
15	1	EA	12" BLIND FLANGE, DIP MJ		
16	1	EA	12" PIPE CAP, DIP MJ		
17	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED		
18	38	FT	1" CONDUIT, 3#8, 1#10 GND		
19	59	FT	1" CONDUIT, 2#12, 1#12 GND		
20	59	FT	1" CONDUIT, 2/C#16 SHLD		

PROPOSED WELL 148 LOCATION	
EASTING	NORTHING
12914525.395	309354.045

- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION, SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELL-HOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGE REQUIREMENTS.



SITE PLAN
SCALE: 1"=20'

WELL 148 SINGLE-LINE DIAGRAM
NTS

KAL-800001048-WELL 048
 5/17/2024 10:57 AM - CFERRELL
 5/17/2024 11:32 AM

REVISIONS AFTER ISSUED FOR BID
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 SCALE AS NOTED
 THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE
 DESIGNED AJD DRAWN CJAF CHECKED TLK
 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.17
 21 OF 27



PROPOSED WELL 149 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

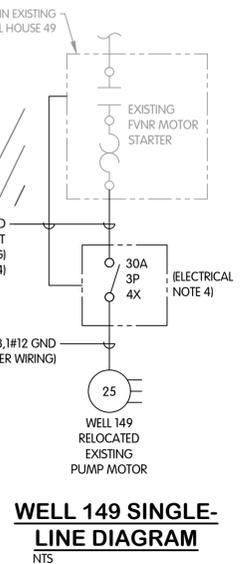
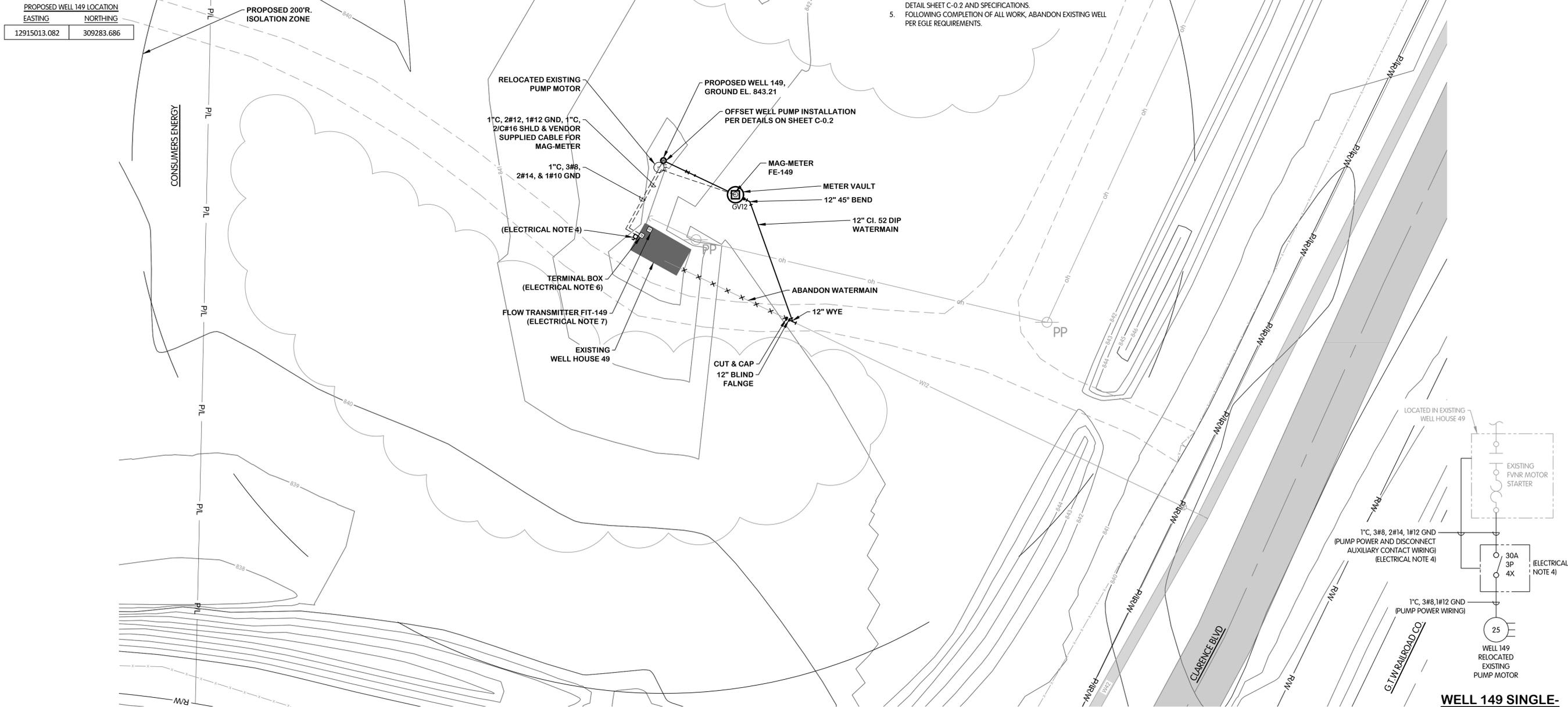
WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
49	149	63	153	1750	1750

PROPOSED WELL 149 QUANTITIES					
ITEM	QUANTITY	UNIT	DESCRIPTION		
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)		
2	1	EA	EXISTING WELL 49 PUMP RELOCATION		
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR		
4	1	EA	12" MAGMETER		
5	83	FT	12" CL 52 DIP		
6	1	EA	AIR RELEASE VALVE		
7	1	EA	12" TEE, CL DIP, FLG		
8	1	EA	12" BLIND FLANGE, DIP FLG		
9	1	EA	12" GATE VALVE, DIP FLG		
10	1	EA	12" CHECK VALVE, DIP FLG		
11	1	EA	12" 45° BEND, DIP FLG		
12	2	EA	12" 45° BEND, DIP MJ		
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ		
14	1	EA	12" WYE, CL DIP, MJ		
15	1	EA	12" BLIND FLANGE, DIP MJ		
16	1	EA	12" PIPE CAP, DIP MJ		
17	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED		
18	34	FT	1" CONDUIT, 3#8, 1#10 GND		
19	56	FT	1" CONDUIT, 2#12, 1#12 GND		
20	56	FT	1" CONDUIT, 2/C#16 SHLD		

PROPOSED WELL 149 LOCATION	
EASTING	NORTHING
12915013.082	309283.686

- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION, SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT. CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDED MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.



SITE PLAN
SCALE: 1"=20'

WELL 149 SINGLE-LINE DIAGRAM
NTS

KAL-80000010149--WELL 049
 5/17/2024 11:00 AM - CFERRELL
 5/17/2024 11:32 AM

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JOB NO. 008-8000.001
 SCALE AS NOTED
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 DESIGNED: AJD DRAWN: CJAF CHECKED: TLK
 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.18
 22 OF 27



PROPOSED WELL 151 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
51	151	93	148	1200	1200

FLOOD PLAIN CASING HEIGHT SUMMARY		
Well Identification	100-Year Flood Elevation*	Replacement Well Minimum Casing Height
151	830.2	832.2

*Source: FEMA Flood Insurance Rate Map, April 4, 2011

PROPOSED WELL 151 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 51 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	12" MAGMETER
5	69	FT	12" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	12" TEE, CL DIP, FLG
8	1	EA	12" BLIND FLANGE, DIP FLG
9	1	EA	12" GATE VALVE, DIP FLG
10	1	EA	12" CHECK VALVE, DIP FLG
11	1	EA	12" 45° BEND, DIP FLG
12	2	EA	12" 45° BEND, DIP MJ
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	12" WYE, CL DIP, MJ
15	1	EA	12" BLIND FLANGE, DIP MJ
16	1	EA	12" PIPE CAP, DIP MJ
17	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
18	45	FT	1" CONDUIT, 3#8, 1#10 GND
19	15	FT	1" CONDUIT, 2#12, 1#12 GND
20	15	FT	1" CONDUIT, 2/C#16 SHLD

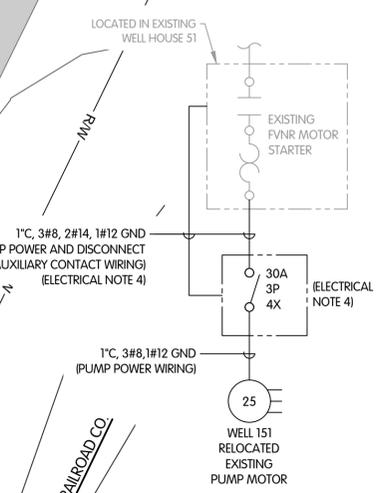
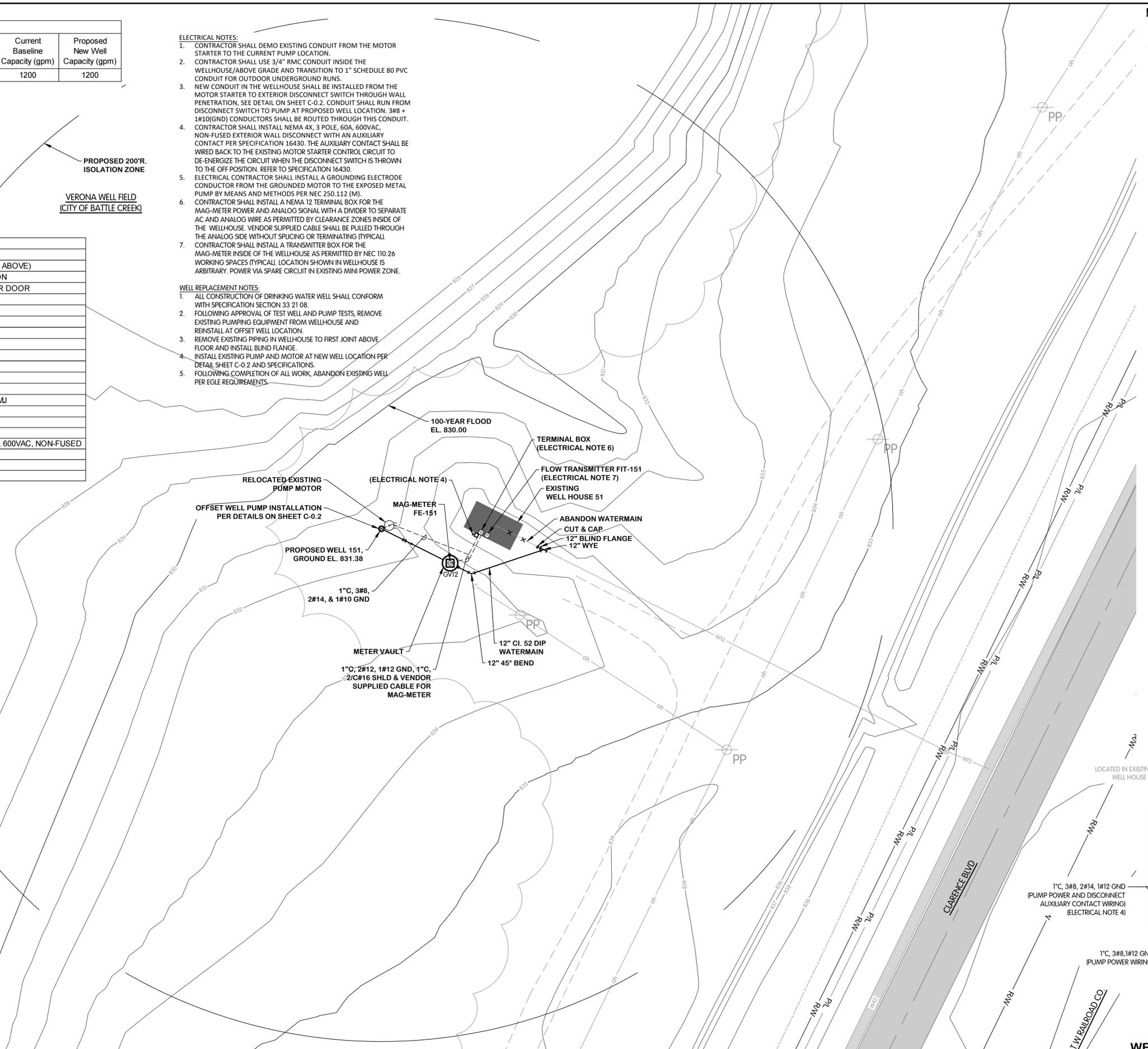
PROPOSED WELL 151 LOCATION	
EASTING	NORTHING
12915558.410	310407.610

- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION. SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
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 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.

PROPOSED 200'R. ISOLATION ZONE

VERONA WELL FIELD
(CITY OF BATTLE CREEK)



SITE PLAN
SCALE: 1"=20'

WELL 151 SINGLE-LINE DIAGRAM
NTS

KAL-8000001051-WELL 051
 5/17/2024 11:14 AM - CFERRELL
 5/17/2024 11:33 AM

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 SCALE AS NOTED
 THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE
 DESIGNED: AJD DRAWN: CJAF CHECKED: TLK
 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.20
 24 OF 27



PROPOSED WELL 152 SITE PLAN
CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
52	152	98	149	1200	1200

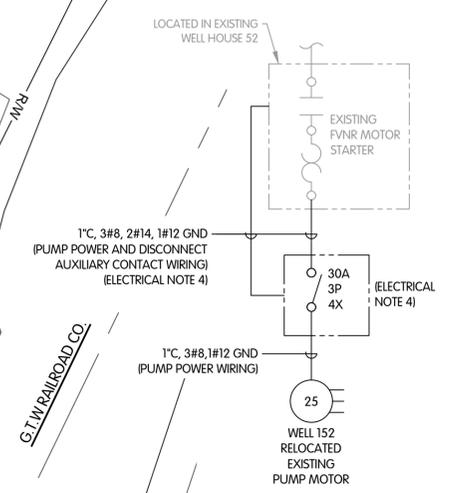
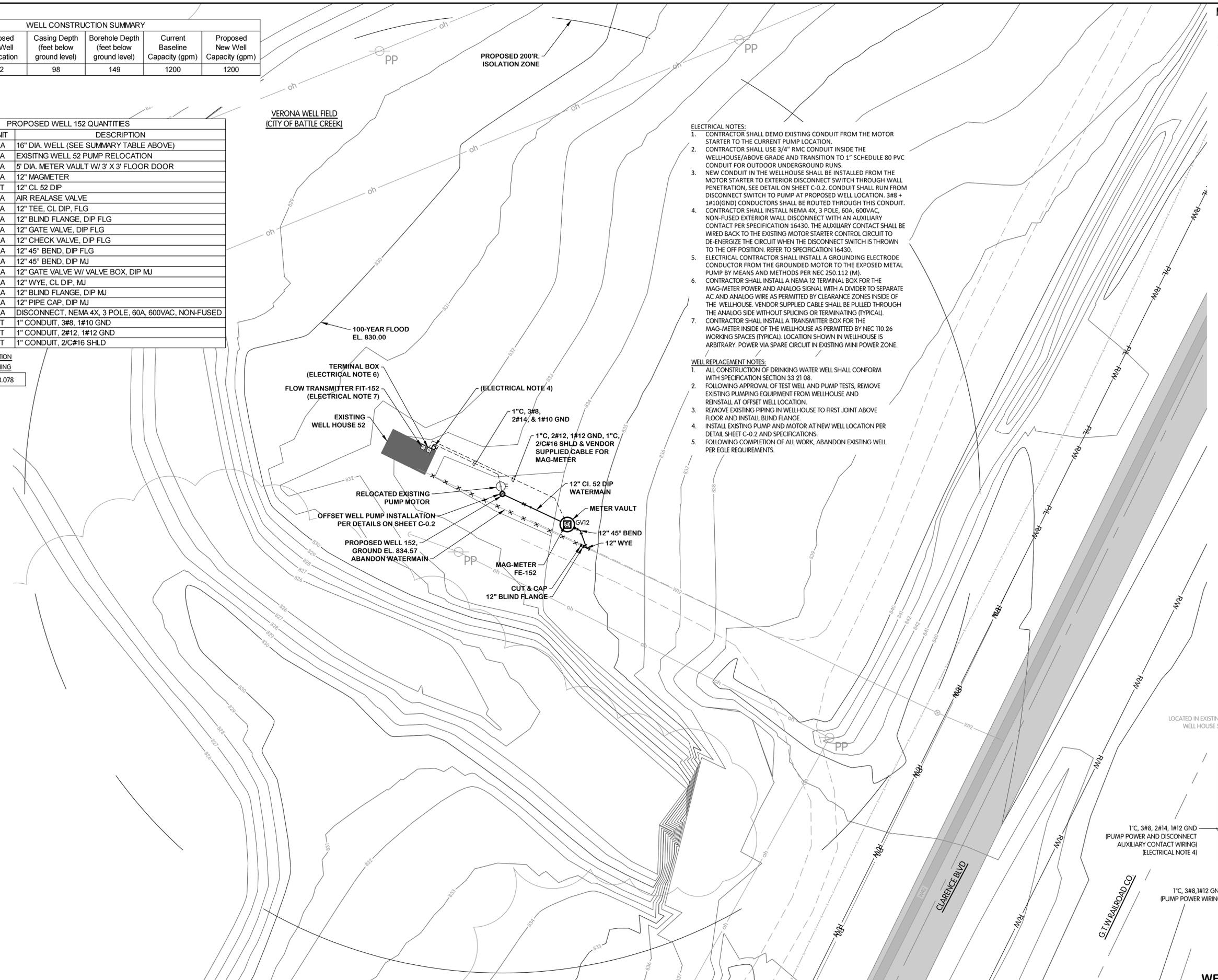
PROPOSED WELL 152 QUANTITIES				
ITEM	QUANTITY	UNIT	DESCRIPTION	
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)	
2	1	EA	EXISTING WELL 52 PUMP RELOCATION	
3	1	EA	5" DIA. METER VAULT W/ 3' X 3' FLOOR DOOR	
4	1	EA	12" MAGMETER	
5	43	FT	12" CL 52 DIP	
6	1	EA	AIR RELEASE VALVE	
7	1	EA	12" TEE, CL DIP, FLG	
8	1	EA	12" BLIND FLANGE, DIP FLG	
9	1	EA	12" GATE VALVE, DIP FLG	
10	1	EA	12" CHECK VALVE, DIP FLG	
11	1	EA	12" 45° BEND, DIP FLG	
12	2	EA	12" 45° BEND, DIP MJ	
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ	
14	1	EA	12" WYE, CL DIP, MJ	
15	1	EA	12" BLIND FLANGE, DIP MJ	
16	1	EA	12" PIPE CAP, DIP MJ	
17	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED	
18	40	FT	1" CONDUIT, 3#8, 1#10 GND	
19	69	FT	1" CONDUIT, 2#12, 1#12 GND	
20	69	FT	1" CONDUIT, 2/C#16 SHLD	

PROPOSED WELL 152 LOCATION	
EASTING	NORTHING
12915902.963	311040.078

VERONA WELL FIELD
CITY OF BATTLE CREEK

- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION. SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUND TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPlicing OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.



SITE PLAN
SCALE: 1"=20'

WELL 152 SINGLE-LINE DIAGRAM
NTS

KAL-80000010152-WELL 052
 5/17/2024 11:20 AM - CFERRELL
 5/17/2024 11:33 AM

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JOB NO. 008-8000.001
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 DESIGNED: **AJD** DRAWN: **CJAF** CHECKED: **TLK**
 STATUS: **ISSUE FOR BID**
 DATE: **MAY 2024**
 SHEET NO. **C-1.21**
 25 OF 27



PROPOSED WELL 153 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

BY _____
 DATE _____
 NO. _____
 REVISIONS AFTER ISSUED FOR BID

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JOB NO. 008-8000.001
 SCALE AS NOTED
 THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE

DESIGNED	DRAWN	CHECKED
AJD	CJAF	TLK

STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO. C-1.22
 26 OF 27

BATTLE CREEK RIVER

WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
53	153	98.5	154	1200	1200

FLOOD PLAIN CASING HEIGHT SUMMARY		
Well Identification	100-Year Flood Elevation*	Replacement Well Minimum Casing Height
153	830.4	832.4

*Source: FEMA Flood Insurance Rate Map, April 4, 2011

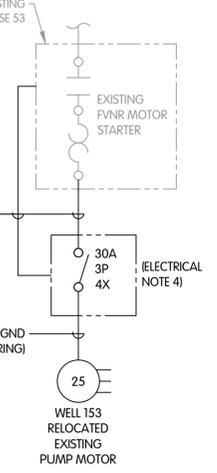
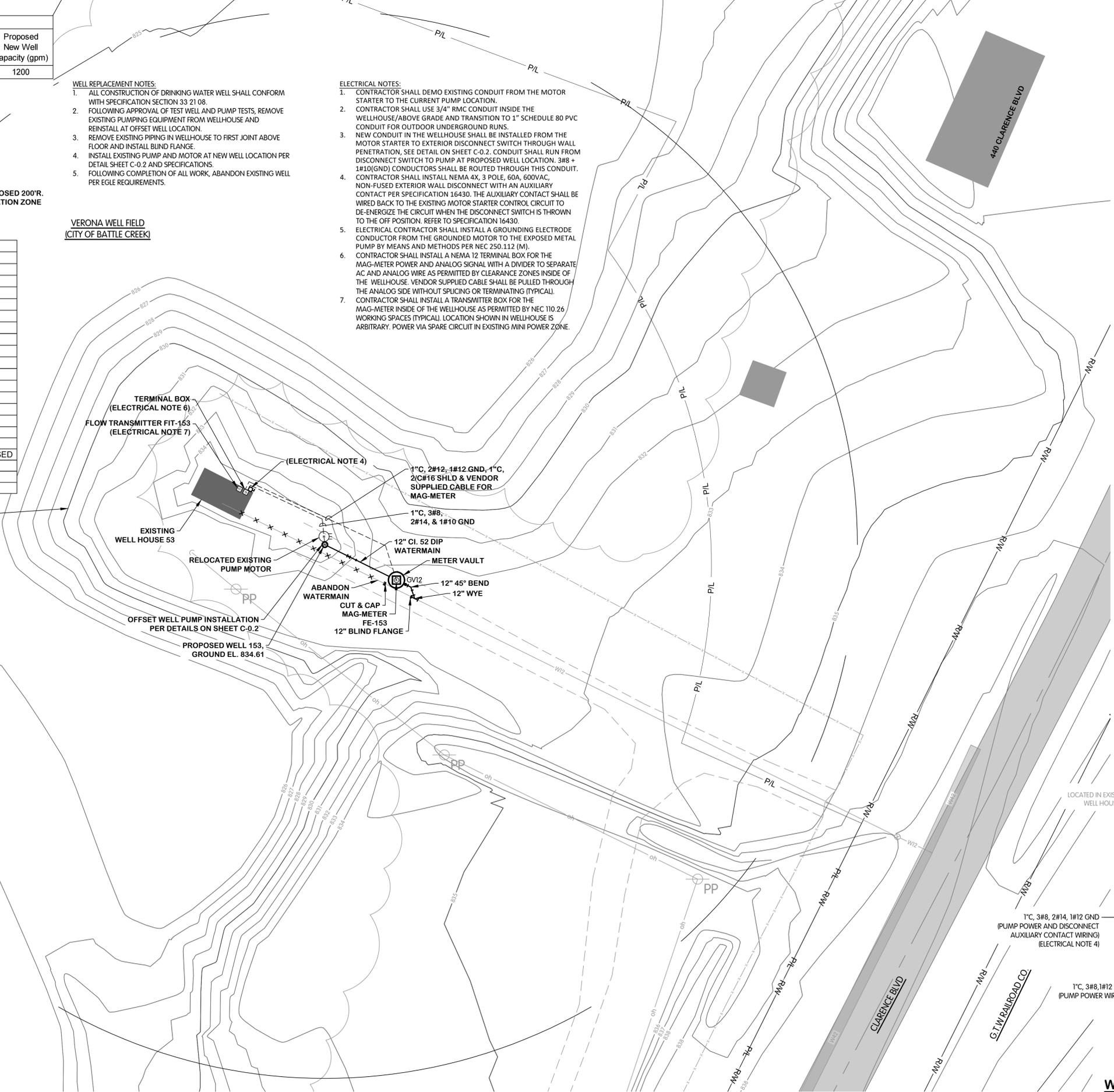
PROPOSED WELL 153 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 53 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	12" MAGMETER
5	40	FT	12" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	12" TEE, CL DIP, FLG
8	1	EA	12" BLIND FLANGE, DIP FLG
9	1	EA	12" GATE VALVE, DIP FLG
10	1	EA	12" CHECK VALVE, DIP FLG
11	1	EA	12" 45° BEND, DIP FLG
12	2	EA	12" 45° BEND, DIP MJ
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	12" WYE, CL DIP, MJ
15	1	EA	12" BLIND FLANGE, DIP MJ
16	1	EA	12" PIPE CAP, DIP MJ
17	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
18	41	FT	1" CONDUIT, 3#8, 1#10 GND
19	71	FT	1" CONDUIT, 2#12, 1#12 GND
20	71	FT	1" CONDUIT, 2/C#16 SHLD

PROPOSED WELL 153 LOCATION	
EASTING	NORTHING
12916222.002	311722.384

- WELL REPLACEMENT NOTES:
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33.21.08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.

- ELECTRICAL NOTES:
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
 - NEW CONDUIT IN THE WELLHOUSE SHALL BE INSTALLED FROM THE MOTOR STARTER TO EXTERIOR DISCONNECT SWITCH THROUGH WALL PENETRATION, SEE DETAIL ON SHEET C-0.2. CONDUIT SHALL RUN FROM DISCONNECT SWITCH TO PUMP AT PROPOSED WELL LOCATION. 3#8 + 1#10(GND) CONDUCTORS SHALL BE ROUTED THROUGH THIS CONDUIT.
 - CONTRACTOR SHALL INSTALL NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED EXTERIOR WALL DISCONNECT WITH AN AUXILIARY CONTACT PER SPECIFICATION 16430. THE AUXILIARY CONTACT SHALL BE WIRED BACK TO THE EXISTING MOTOR STARTER CONTROL CIRCUIT TO DE-ENERGIZE THE CIRCUIT WHEN THE DISCONNECT SWITCH IS THROWN TO THE OFF POSITION. REFER TO SPECIFICATION 16430.
 - ELECTRICAL CONTRACTOR SHALL INSTALL A GROUNDING ELECTRODE CONDUCTOR FROM THE GROUNDING MOTOR TO THE EXPOSED METAL PUMP BY MEANS AND METHODS PER NEC 250.112 (M).
 - CONTRACTOR SHALL INSTALL A NEMA 12 TERMINAL BOX FOR THE MAG-METER POWER AND ANALOG SIGNAL WITH A DIVIDER TO SEPARATE AC AND ANALOG WIRE AS PERMITTED BY CLEARANCE ZONES INSIDE OF THE WELLHOUSE. VENDOR SUPPLIED CABLE SHALL BE PULLED THROUGH THE ANALOG SIDE WITHOUT SPLICING OR TERMINATING (TYPICAL).
 - CONTRACTOR SHALL INSTALL A TRANSMITTER BOX FOR THE MAG-METER INSIDE OF THE WELLHOUSE AS PERMITTED BY NEC 110.26 WORKING SPACES (TYPICAL). LOCATION SHOWN IN WELLHOUSE IS ARBITRARY. POWER VIA SPARE CIRCUIT IN EXISTING MINI POWER ZONE.

VERONA WELL FIELD
 (CITY OF BATTLE CREEK)



SITE PLAN
 SCALE: 1"=20'

WELL 153 SINGLE-LINE DIAGRAM
 NTS

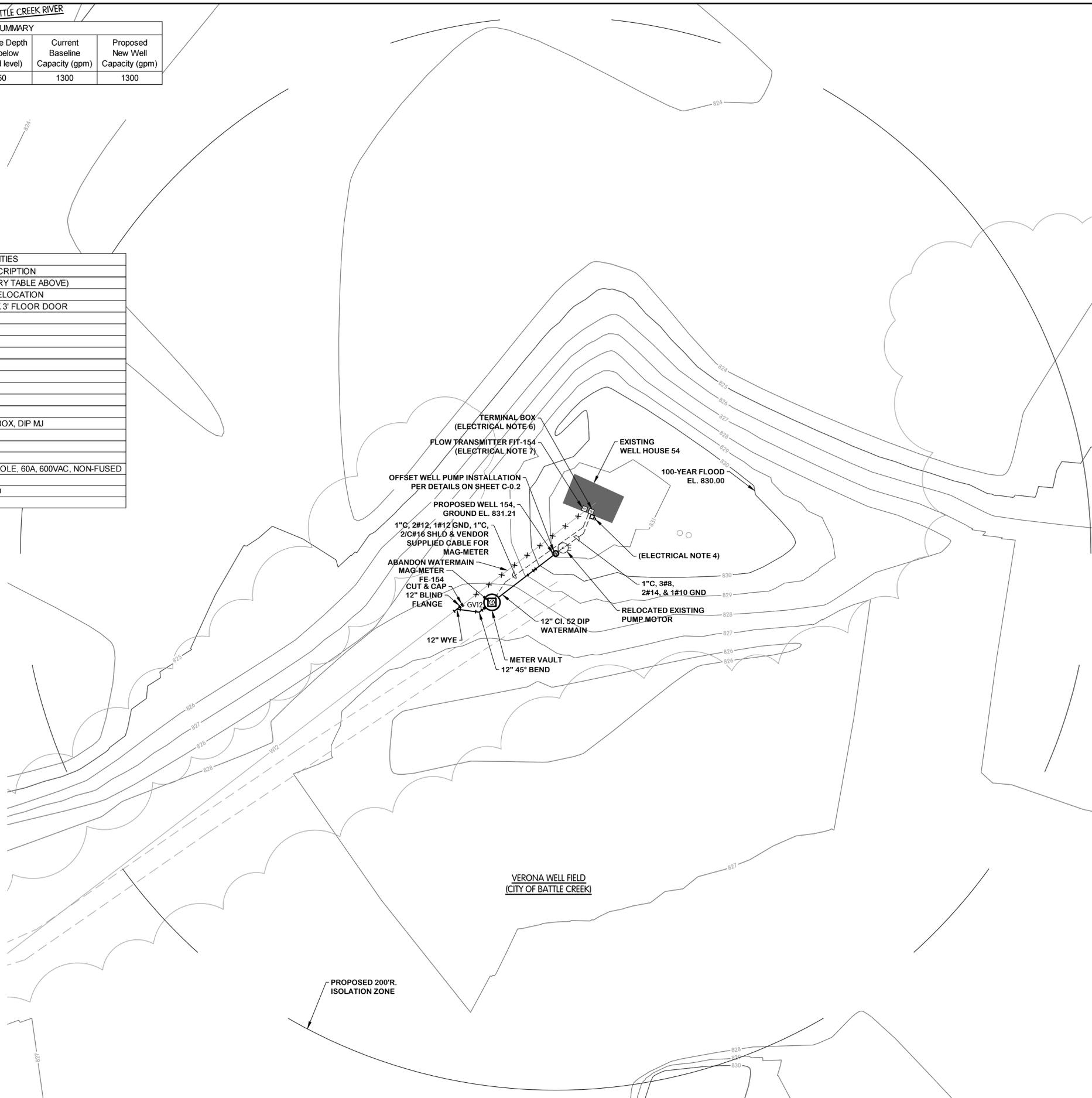
WELL CONSTRUCTION SUMMARY					
Existing Well Identification	Proposed New Well Identification	Casing Depth (feet below ground level)	Borehole Depth (feet below ground level)	Current Baseline Capacity (gpm)	Proposed New Well Capacity (gpm)
54	154	76.6	150	1300	1300

FLOOD PLAIN CASING HEIGHT SUMMARY		
Well Identification	100-Year Flood Elevation*	Replacement Well Minimum Casing Height
154	830.1	832.1

*Source: FEMA Flood Insurance Rate Map, April 4, 2011

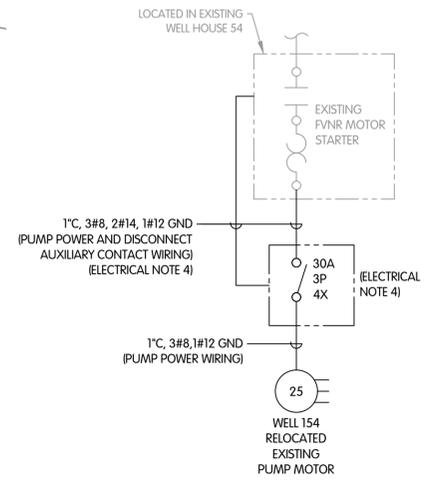
PROPOSED WELL 154 QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
1	1	EA	16" DIA. WELL (SEE SUMMARY TABLE ABOVE)
2	1	EA	EXISTING WELL 54 PUMP RELOCATION
3	1	EA	5' DIA. METER VAULT W/ 3' X 3' FLOOR DOOR
4	1	EA	12" MAGMETER
5	44	FT	12" CL 52 DIP
6	1	EA	AIR RELEASE VALVE
7	1	EA	12" TEE, CL DIP, FLG
8	1	EA	12" BLIND FLANGE, DIP FLG
9	1	EA	12" GATE VALVE, DIP FLG
10	1	EA	12" CHECK VALVE, DIP FLG
11	1	EA	12" 45° BEND, DIP FLG
12	2	EA	12" 45° BEND, DIP MJ
13	1	EA	12" GATE VALVE W/ VALVE BOX, DIP MJ
14	1	EA	12" WYE, CL DIP, MJ
15	1	EA	12" BLIND FLANGE, DIP MJ
16	1	EA	12" PIPE CAP, DIP MJ
17	1	EA	DISCONNECT, NEMA 4X, 3 POLE, 60A, 600VAC, NON-FUSED
18	20	FT	1" CONDUIT, 3#8, 1#10 GND
19	48	FT	1" CONDUIT, 2#12, 1#12 GND
20	48	FT	1" CONDUIT, 2/C#16 SHLD

PROPOSED WELL 154 LOCATION	
EASTING	NORTHING
12914382.548	309985.448



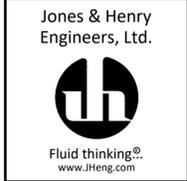
- ELECTRICAL NOTES:**
- CONTRACTOR SHALL DEMO EXISTING CONDUIT FROM THE MOTOR STARTER TO THE CURRENT PUMP LOCATION.
 - CONTRACTOR SHALL USE 3/4" RMC CONDUIT INSIDE THE WELLHOUSE/ABOVE GRADE AND TRANSITION TO 1" SCHEDULE 80 PVC CONDUIT FOR OUTDOOR UNDERGROUND RUNS.
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- WELL REPLACEMENT NOTES:**
- ALL CONSTRUCTION OF DRINKING WATER WELL SHALL CONFORM WITH SPECIFICATION SECTION 33 21 08.
 - FOLLOWING APPROVAL OF TEST WELL AND PUMP TESTS, REMOVE EXISTING PUMPING EQUIPMENT FROM WELLHOUSE AND REINSTALL AT OFFSET WELL LOCATION.
 - REMOVE EXISTING PIPING IN WELLHOUSE TO FIRST JOINT ABOVE FLOOR AND INSTALL BLIND FLANGE.
 - INSTALL EXISTING PUMP AND MOTOR AT NEW WELL LOCATION PER DETAIL SHEET C-0.2 AND SPECIFICATIONS.
 - FOLLOWING COMPLETION OF ALL WORK, ABANDON EXISTING WELL PER EGLE REQUIREMENTS.



PROPOSED WELL 154 SITE PLAN
 CITY OF BATTLE CREEK, MICHIGAN - VERONA WELLFIELD
 WELL REPLACEMENTS - DWSRF 7740-01 CONTRACT A

DESIGNED: AJD
 DRAWN: CJAF
 CHECKED: TLK
 STATUS: ISSUE FOR BID
 DATE: MAY 2024
 SHEET NO.: C-1.23
 27 OF 27



JOB NO.: 008-8000.001
 SCALE: AS NOTED
 THIS LINE SCALES IF WHEN PLOTTED TO NOTED SCALE
 SHEET NO.: C-1.23
 27 OF 27

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.

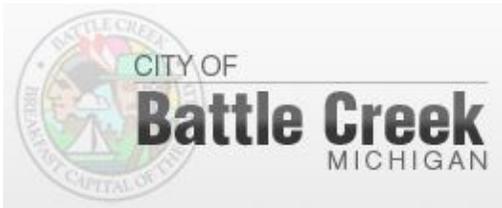
Payment/Labor/Materials bond: Required for construction contracts over \$50,000. In the amount of 100% of the contract value, a PLM bond protects subs. A contractor cannot put a lien on a public building, so our subcontractors who provide both goods and services require protection in the event that the 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. 489

A Resolution seeking approval of an Eviction Diversion Agreement with the Michigan Advocacy Program doing business as Legal Services of South Central Michigan for \$35,000.00 with Community Development Block Grant funding (CDBG), 2023 Program Year.

BATTLE CREEK, MICHIGAN - 7/2/2024

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to approve the agreement with the Michigan Advocacy Program, doing business as Legal Services of South Central Michigan to fund an Eviction Diversion program as presented in the amount of \$35,000.00 for services provided from July 2, 2024 through June 30, 2025, using CDBG funding from the 2023 Program Year.

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Helen Guzzo, Community Development Supervisor

Department: Community Development

SUMMARY

A Resolution seeking approval of an Eviction Diversion Agreement with the Michigan Advocacy Program doing business as Legal Services of South Central Michigan for \$35,000.00 with Community Development Block Grant funding (CDBG), 2023 Program Year.

BUDGETARY CONSIDERATIONS

There are no general fund considerations. The \$35,000 in proposed funding is allocated from the Community Development Block Grant program in the already approved 2023 Annual Action Plan.

HISTORY, BACKGROUND and DISCUSSION

The City of Battle Creek receives federal Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The intent of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

The City of Battle Creek in its 2020-24 Consolidated Plan and in subsequent Annual Action Plans identified eviction diversion as a strategy to help members of vulnerable populations access eviction diversion resources and ongoing housing case management. Additional data collected through the public engagement process and from consultation with local agencies that work with at-risk populations suggest that many of the families that struggle with housing often have a credit issue or a prior eviction. This funding was approved in the 2023 Annual Action Plan as public services grant to follow up on a 2022-2023 funding of \$60,000. The program has been successful in helping tenants avoid eviction and providing legal services.

This \$35,000 agreement with Michigan Advocacy Program continues the work of eviction diversion and case management.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

	File Name	Description
▢	2024-2025_Agreement_Michigan_Advocacy_Program_-_Eviction_Diversion_Program_-_AR_signed.pdf	Legal Services Eviction Diversion Agreement

**AGREEMENT BETWEEN THE CITY OF BATTLE CREEK
AND
MICHIGAN ADVOCACY PROGRAM
FOR
EVICTION DIVERSION PROGRAM**

This Agreement entered into, and effective, July 2, 2024, by and between the City of Battle Creek, a Michigan municipal corporation, of 10 N. Division Street, Battle Creek, MI 49014 organized under the laws of the State of Michigan (herein called the “Grantee”) and Michigan Advocacy Program, a Michigan non-profit corporation, of 15 S. Washington Street, Suite 101, Ypsilanti, MI 48197 (herein called the “Subrecipient”).

Whereas, Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; and

Whereas, Grantee wishes to engage Subrecipient to assist Grantee in utilizing such funds.

Now, therefore, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities:

Subrecipient will be responsible for administering a Community Development Block Grant (“CDBG”) 2024-2025 Eviction Diversion Program (“EDP”) in a manner satisfactory to Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG Program:

Program Delivery:

Activity #1

Subrecipient will provide one full-time equivalent (“FTE”) Staff Attorney responsible for the Eviction Diversion Program. The Staff Attorney will manage EDP clients, make referrals to other agencies for financial assistance, communicate with landlords/landlord attorneys on behalf of clients, and manage ongoing agreements between clients and property owners for the duration of an eviction case. The Staff Attorney will confirm that notices of assistance for evictions through the EDP program are included in court notices.

Activity #2

Subrecipient will document household income, race, ethnicity, and other demographic information of persons served as required for reporting purposes. All outcome measurement data will be provided to designated City of Battle Creek staff.

B. National Objectives

Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG Program’s National Objectives as defined in 24 CFR Part 570.208: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, or 3) meet community needs having a particular urgency.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Quarter</u>	<u>Total Units per Year</u>
Households served by Staff Attorney	45	180

D. Staffing

<u>Title</u>	<u>CDBG Portion of Salary</u>
Staff Attorney	\$35,000

Any changes in the key personnel assigned as noted above or their general responsibilities under this project are subject to the prior approval of Grantee. Notification of said changes shall be communicated in writing by Subrecipient to Grantee within a reasonable amount of time.

E. Performance Monitoring

Grantee will monitor the performance of Subrecipient against goals and performance standards required herein. Substandard performance as determined by Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of Subrecipient shall start on July 2, 2024, and end on the June 30, 2025. The term of the Agreement and the provisions herein shall be extended to cover any additional time period during which Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET

<u>Line Item / Account Description</u>	<u>Amount</u>
Portion of Salary	\$25,609.76
Fringe (23% of salaries)	\$ 5,890.24
Indirect Costs (10% of total costs)	<u>\$ 3,500.00</u>
TOTAL	\$35,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, Grantee may require a more detailed budget breakdown than the one contained herein, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Any amendments to this budget must be approved in writing by Grantee and Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total to be paid by Grantee under this Agreement shall not exceed \$35,000. Drawdown for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Payments made by Grantee to Subrecipient for eligible expenses incurred under this Agreement shall be paid on a reimbursable basis, given that Subrecipient has provided proper and complete source documentation to Grantee.

Payments may be contingent upon certification of Subrecipient’s financial management system in accordance with the standards specified in 2 CFR Part 200.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following contract representatives:

Grantee
Helen Guzzo, Community Development Supervisor
City of Battle Creek
10 N. Division Street, Suite 104
Battle Creek, MI 49014
(269) 966-3315

Subrecipient

Ann Routt, Executive Director
Michigan Advocacy Program/Legal Services of South Central Michigan
15 S. Washington St., Suite 101
Ypsilanti, MI 48197
(734) 665-6181, Ext. 128

Anna Moss, Managing Attorney
Legal Services of South Central Michigan
123 West Territorial Road
Battle Creek, MI 49015
(269) 965-3951

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Department of Housing and Urban Development regulations concerning CDBG). Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation except as is specified in this Agreement.

C. Hold Harmless

Subrecipient shall hold harmless, defend and indemnify Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipient’s

performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

1. In addition to any other insurance and bonding requirements of this Contract, Subrecipient shall maintain at least the following insurance coverage:

- (a) Workers' Compensation coverage that meets at least the minimal State of Michigan statutory requirements.
- (b) Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, as they may apply.

2. (a) Subrecipient shall at the time of execution of this contract, file with Grantee the Certificate of Insurance, which shall cover all of its insurance as required herein, and the policy or policies of insurance covering Grantee and its officers, agents and employees. Each such policy and certificate shall be satisfactory to Grantee. Nothing contained in these insurance requirements is to be construed as limiting the extent of Subrecipient's responsibility for payment of damages resulting from its operations under this Agreement.

(b) Subrecipient 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	\$1,000,000 each occurrence
	Or Combined Single Limit	\$1,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 300,000 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 the City of Battle Creek, Community

Development ATTN: Helen Guzzo, 10 N. Division St. Battle Creek, Suite 104, Michigan, 49014.

F. Grantor Recognition

Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and item utilized pursuant to this Agreement shall be prominently labeled as to its funding source. In addition, Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, at its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, or the scope of services, as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I (A) above may only be undertaken with the prior approval of Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Subrecipient under this Agreement shall, at the option of Grantee, become the property of Grantee, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantee may also suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any written term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and Grantee may declare Subrecipient ineligible for any further participation in Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Subrecipient is in noncompliance with any applicable rules or regulations, Grantee may

withhold up to fifteen (15) percent of said contract funds until such time as Subrecipient is found to be in compliance by Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

Subrecipient shall comply with applicable uniform administrative requirements contained at 24 CFR 570.502 including, but not limited to the following:

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR Parts 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- (c) Records required to determine the eligibility of activities;
- (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- (f) Financial records as required by 24 CFR 570.502, and 2 CFR Part 215; and
- (g) Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for nonexpendable property acquired with funds under this Agreement shall be retained for five (5) years after final

disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

3. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name or unique identifier, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

Subrecipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or as subject to the Freedom of Information Act.

5. Property Records

Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold with funds provided under this Agreement. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503(b)(8), as applicable.

6. Close-outs

Subrecipient's obligation to Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to Grantee) and determining the custodianship of records.

7. Audits and Inspections

Subrecipient's records with respect to any matters covered by this Agreement shall be made available to Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as Grantee or grantor agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient.

Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy and as applicable 2 CFR Part 200, Subpart F.

8. Reversion of Assets

Upon the expiration of this Agreement, Subrecipient shall transfer to Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under Subrecipient's control shall be disposed of as required at 24 CFR 570.503 (b)(8).

9. Administrative Requirements

Subrecipient shall comply with applicable program rules contained in 24 CFR 570 Subpart K.

C. Reporting and Payment Procedures

1. Program Income

Subrecipient shall report quarterly all program income as defined at 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such program income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to Grantee. Subrecipient is not expected to generate any program income under this Agreement.

2. Indirect Costs

If indirect costs are charged, Subrecipient shall develop an indirect cost allocation plan for determining Subrecipient's appropriate share of administrative costs to be charged under this Agreement and Subrecipient shall submit such a plan to Grantee for approval prior to reimbursement of expenses and in a form specified by Grantee.

3. Payment Procedures

Grantee will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by Grantee in accordance with advance fund and program income balances available in

Subrecipient accounts. In addition, Grantee reserves the right to liquidate funds available under this Agreement for cost incurred by Grantee on behalf of Subrecipient.

4. Progress Reports

Subrecipient shall submit regular progress reports to Grantee in the form, content and frequency as required by Grantee.

D. Procurement

1. Compliance

Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all nonexpendable personal property as defined by such policy as may be procured with funds provided herein. Subrecipient shall procure all materials, property and/or services in accordance with the requirements of 24 CFR Part 84 and any other pertinent rules or regulations.

2. Travel

Subrecipient must obtain prior written approval from Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Subrecipient agrees to comply with the following: Elliott-Larson Civil Rights Act, Michigan Civil Rights Act; Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990; Age Discrimination Act of 1975; Executive Order 11063, 11246, 11375, and 12086, as amended.

2. Nondiscrimination

Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that Grantee and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. Grantee shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations enforced during the term of this Agreement.

B. Equal Opportunity

1. Equal Employment Opportunity

Subrecipient agrees that it shall be committed to carry out the activities under this Agreement in keeping with the principles as provided in Executive Order 11246 of September 24, 1965, as amended.

2. Women- and Minority-Owned Business Enterprises

Subrecipient will use its best efforts to afford women- and minority-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "women- and minority-owned business enterprises" means a business at least fifty-one percent owned and controlled by women or minority group members. Subrecipient may rely on written representations by businesses regarding their status as women- and minority-owned business enterprises in lieu of an independent investigation.

3. Access to Records

Subrecipient shall furnish and cause each of its own Subrecipient or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by Grantee, HUD or its agent, or other authorized

federal officials for purposes of investigation to ascertain compliance with rules, regulations and provisions stated herein.

4. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity Employer.

6. Subcontract Provisions

Subrecipient will include the provisions of Paragraphs X(A) Civil Rights, and X(B) Equal Opportunity, in every subcontract or purchase order, specifically, or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation that demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to Grantee for review upon request.

D. Conduct

1. Assignability

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee thereto; provided, however, that claims for money due or to become due to Subrecipient from Grantee under this Agreement may be

assigned to a bank, trust company, or other financial institutions without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

2. Subcontracts

(a) Approvals

Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of Grantee prior to the execution of such agreement.

(b) Monitoring

Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to Grantee along with documentation concerning the selection process.

3. Hatch Act

Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

Subrecipient hereby certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) It will require that the language of Paragraph (d) of this certification be included in the award documents for all Sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- (d) Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use, the work or materials for governmental purposes.

7. Religious Organizations

Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Grantee

Subrecipient

By: _____
Rebecca L. Fleury

By:  _____
Ann Routt

Title: City Manager
City of Battle Creek

Title: Executive Director
Michigan Advocacy Program
Db a Legal Services of South Central Michigan

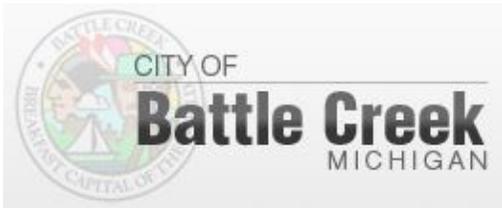
Witness: _____

Witness: Katie Paulot

Fed. ID#: 38-1845444

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

 _____
C. Marcel Stoetzel, III: Deputy City Attorney



Resolution NO. 490

A Resolution seeking authority for the City Manager to execute an MOU with MAEDA for Water Infrastructure Improvements.

BATTLE CREEK, MICHIGAN - 7/2/2024

Resolved by the Commission of the City of Battle Creek:

That the Marshall Area Economic Development Alliance ("MAEDA"), the economic development agency for the City of Marshall and Marshall Township, has been awarded grants by the the Michigan Economic Development Corporation ("MEDC") and the Michigan Strategic Fund ("MSF") to contract for the construction of water supply and other public infrastructure improvements to serve both the BlueOval Battery Michigan, LLC ("BlueOval") project and the Marshall Area Jobs, Opportunity and Recreation ("MAJOR") campus located in the City of Marshall and Marshall Township.

The City and MAEDA wish to enter into this Memorandum of Understanding (hereinafter "MOU") to define the work for the purpose of collaborating to develop the water supply for the BlueOval project and the ("MAJOR") Campus.

By way of this MOU, the City is permitting the workers contracted by MAEDA access to City property to perform the construction contemplated by this Agreement, with the understanding that the City is not a party to MAEDA's construction contract.

WHEREFORE, the City Manager is authorized to execute the attached MOU with MAEDA, or one substantially similar with the approval of the City Attorney.

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Jill Humphreys Steele, City Attorney

Department: City Attorney

SUMMARY

A Resolution seeking authority for the City Manager to execute an MOU with MAEDA for Water

Infrastructure Improvements.

BUDGETARY CONSIDERATIONS

There are none as the work proposed in this MOU will not be paid for by the City.

HISTORY, BACKGROUND and DISCUSSION

In February, 2023, Ford Motor Company announced plans to build an electric-vehicle battery plant in Marshall Township. The location where the plant will be located has been transferred pursuant to PA 425 to the City of Marshall ("Marshall Site") and has been rezoned to I-3 to allow for the construction of the battery plant.

Blue Oval Battery Michigan, LLC, plans to develop 500 acres of the Marshall Site, with room for expansion.

The City of Marshall and the City of Battle Creek will be entering into an interlocal agreement where the City of Marshall will contract with the City, as a customer, for the City to provide water which the City of Marshall will in turn combine with water supply from the City of Marshall and distribute to BlueOval and future users on the MAJOR campus. The City will also contract with Emmett Township to provide certain water supply to Emmett Township in part through the infrastructure being constructed by MAEDA.

The Project generally consists of three parts: a) developing the water transmission and water supply for BlueOval, in collaboration with Ford Motor Company, Walbridge and their subcontractors, MEDC, MSF, and Granger-Hoffman, among other project stakeholders; b) developing the MAJOR Campus in collaboration with MEDC, MSF, the Cities of Marshall and Battle Creek, and the Townships of Marshall and Emmett, among other project stakeholders; and c) City undertaking limited construction work on City infrastructure at the VERONA Well Field to be contracted by the City with one or more contracts with two subcontractors for which the City establishes a single budget.

Upon completion of the the facilities, ownership of the MAEDA funded infrastructure located within the City and/or within City-owned facilities will be transferred to the City for \$1.00.

The City has, or will, separately enter into contract(s) with Granger/Hoffman’s subcontractors for City improvements to the Verona Pump Station, specifically electrical, mechanical, and control work for the existing high service pumps #2 and #3 referred to as VFD installation.

DISCUSSION OF THE ISSUE

POSITIONS

The City DPW Director and City Manager support entering into this Agreement.

ATTACHMENTS:

File Name	Description
□ MAEDA_MOU_with_City_of_BC_FINAL_6.25.24.pdf	MAEDA MOU with City FINAL re BLUEOVAL

**MEMORANDUM OF UNDERSTANDING REGARDING
WATER INFRASTRUCTURE IMPROVEMENTS**

Between
Marshall Area Economic Development Alliance
and
City of Battle Creek

This Memorandum of Understanding made and entered into this _____ day of July, 2024, between **MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE**, a Michigan non-profit corporation, of 323 West Michigan Avenue, Marshall, Michigan 49068 (hereinafter "MAEDA"), and **CITY OF BATTLE CREEK**, a Michigan municipal corporation, of 10 North Division Street, Battle Creek, Michigan 49014 ("CITY").

WHEREAS, MAEDA is the economic development agency for the City of Marshall and Marshall Township and has been awarded certain grants by the the Michigan Economic Development Corporation ("MEDC") and the Michigan Strategic Fund ("MSF") to contract for the construction of water supply and other public infrastructure improvements to serve both the BlueOval Battery Michigan, LLC ("BlueOval") project and the Marshall Area Jobs, Opportunity and Recreation ("MAJOR") campus located in the City of Marshall and Marshall Township; and

WHEREAS, the City of Marshall and the City of Battle Creek will be entering into an interlocal agreement whereby the City of Marshall as a customer will contract with the CITY for the CITY to provide water which the City of Marshall will in turn combine with water supply from the City of Marshall and distribute to BlueOval and to future users on the MAJOR campus; and

WHEREAS, the CITY will also contract with Emmett Township to provide certain water supply to Emmett Township in part through the infrastructure being constructed by MAEDA;

WHEREAS, the CITY and MAEDA wish to enter into this Memorandum of Understanding (hereinafter "MOU") to define the work for the purpose of collaborating to develop the water supply for the BlueOval project and the ("MAJOR") Campus. The BlueOval project and MAJOR Campus project are referred to collectively herein as the "Project."

WHEREAS MAEDA and CITY agree to work together on the development and performance of the water services required for the Project, and

WHEREAS, MAEDA is qualified and prepared to perform the necessary actions and services in connection with the Project; and

WHEREAS, CITY is qualified and prepared to perform the necessary actions to permit the workers contracted by MAEDA access to City property to perform the construction contemplated by this Agreement, with the understanding that the City is not a party to MAEDA's construction contract.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the MAEDA and CITY agree as follows:

SECTION 1 – INTRODUCTION

- 1.1 CITY and MAEDA (the "Parties") hereby agree to work collaboratively for the purpose of developing and supporting the Project.
- 1.2 The Project generally consists of three parts: a) developing the water transmission and water supply for BlueOval, in collaboration with Ford Motor Company, Walbridge and their subcontractors, MEDC, MSF, and Granger-Hoffman, among other project stakeholders; b) developing the MAJOR Campus in collaboration with MEDC, MSF, the Cities of Marshall and Battle Creek, and the Townships of Marshall and Emmett, among other project stakeholders; and c) CITY undertaking limited construction work on CITY infrastructure at the VERONA Well Field to be contracted by the City with one or more contracts with two subcontractors for which the City establishes a single budget.

SECTION 2 – PROJECT BACKGROUND, as represented by MAEDA.

- 2.1 Ford Motor Company announced in February 2023 plans to build an electric-vehicle battery plant in Marshall Township. The location where the plant will be located has been transferred pursuant to PA 425 to the City of Marshall ("Marshall Site") and has been rezoned to I-3 to allow for the construction of the battery plant.
- 2.2 The investment by Ford will initially create approximately 1,700 jobs.
- 2.3 Blue Oval Battery Michigan, LLC, a wholly owned subsidiary of Ford Motor Company, will begin production of lithium iron phosphate batteries in 2026 on the Marshall Site.
- 2.4 Blue Oval Battery Michigan, LLC, plans to develop 500 acres of the Marshall Site, with room for expansion.
- 2.5 Blue Oval Battery Michigan, LLC, will own the physical structures, run the operations and employ the workers at the plant.

SECTION 3 – TEAMING RELATIONSHIP

- 3.1 The form of association between MAEDA and CITY shall be a relationship between MAEDA as project developer and CITY as public agency service provider.
- 3.2 MAEDA is the project developer and the primary grant recipient of state funding to support the Project, through the MEDC and the MSF.
- 3.3 Services to support the Project will be provided by a variety of private and public entities, however, this MOU will only cover services and funding related to MAEDA and CITY.

- 3.4 CITY will approve the Project design relative to the CITY, by its selected Engineer (Jones & Henry).
- 3.5 MAEDA and Granger/Hoffman have entered into a Construction Manager At Risk Agreement (CMAR) effective October 6, 2023 for the performance of the Project Work. The CMAR contract will dictate how the terms and condition for the provision of the Project Work and when construction is complete.
- 3.6 The City's DPW Director or designee will represent the CITY's interest for construction oversight/inspection for the Project as defined in the CMAR contract held by MAEDA.
- 3.7 Upon completion of the facilities, ownership of the MAEDA funded infrastructure located within the jurisdiction of the City and/or within City-owned facilities will be transferred to CITY for \$1.00.
- 3.8 City of Marshall will be a water customer of CITY pursuant to a separate interlocal agreement. Emmett Township has an existing interlocal agreement with the City for the City to supply water. MAEDA will not purchase any water from CITY.
- 3.9 Upon transfer of ownership, City will be responsible for all maintenance and operation of the Verona Pump Station improvements located in the City.

SECTION 4 – PROJECT DEVELOPMENT COSTS

- 4.1 The Parties will follow their own organizational requirements and legal obligations in carrying out tasks and services that are required for their contractual requirements set out in this Agreement related to Project development.
- 4.2 MAEDA will provide professional engineering services and permitting funding. Only professional engineering service fees directly attributed to the infrastructure necessary to serve BlueOval Battery Michigan, LLC and the MAJOR Campus will be paid by MAEDA. CITY will have no obligation for payment under the MAEDA CMAR with Granger/Hoffman reference in above 3.5.
- 4.3 MAEDA has entered into an agreement with and will pay all costs associated with the Project relative to Jones & Henry.
- 4.4 MAEDA shall provide funding for construction costs of necessary Verona Pump Station infrastructure. MAEDA funded construction should be directly attributed to the infrastructure necessary to serve BlueOval Battery Michigan, LLC, and the MAJOR Campus.
- 4.5 MAEDA will reimburse the City for additional services/costs incurred by the CITY related to the Project, when those services/costs are agreed to in writing by both Parties

prior to performance and/or are clearly prescribed and budgeted for in a grant agreement between MEDC/MSF and MAEDA.

- 4.6 For agreed upon reimbursement costs after the effective date of this MOU, CITY will send a written invoice to MAEDA for work performed and MAEDA will reimburse within 30 days.
- 4.7 CITY has, or will, separately enter into contract(s) with Granger/Hoffman's subcontractors for City improvements to the Verona Pump Station, specifically electrical, mechanical, and control work for the existing high service pumps #2 and #3 referred to as VFD installation.

SECTION 5 - LEGAL RELATIONS

- 5.1 The concepts outlined in this MOU shall be applicable to any and all elements of the Project.
- 5.2 Neither this MOU, any subconsultant agreements executed by the Parties, nor any agreement between any of the Parties and the client for the Project, nor the performance of any of them, creates a relationship between the Parties as partners, joint venturers, principal and agent nor any similar legal relationship. Nothing herein shall be construed to limit the Parties in the conduct of their respective businesses, the making of other contracts, or in the performance of any other work.
- 5.3 Neither party will represent or imply that they have any authority or power to act for or create obligations or responsibilities binding the other except to the extent expressly authorized under this MOU or by a written document signed by the Party against whom the commitment or obligation may be enforced.
- 5.4 Both CITY and MAEDA will be responsible for their defined scope of services and will be legally liable for their respective work.
- 5.5 Except as otherwise provided in this paragraph, this MOU does not offer or grant to the receiving party any rights in, or license to use, any drawings, data, plans, ideas, or methods disclosed pursuant to this MOU.
- 5.6 This MOU shall remain in full force and effect and terminate on December 31, 2026, or prior thereto, when any of the following events occur, without further obligation or liability between the Parties: a) Upon 30 days written notice by either Party or b) Upon the opening of the Ford Blue Oval Battery Michigan, LLC facility and closeout of the Project.
- 5.7 MAEDA agrees that in carrying out the terms of this agreement that it shall not deny any person the equal protection of the laws; nor shall MAEDA deny any person the enjoyment of their civil rights or discriminate against any person because of their 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.

MAEDA's signature on this Agreement is a certification that it is in compliance with the provisions of Chapter 214 of Battle Creek City ordinances. MAEDA further acknowledges and agrees that its breach of the agreement not to discriminate shall be a material breach of this agreement.

IN WITNESS WHEREOF, duly authorized representative of the Parties have signed in confirmation of this MOU, effective the day and year first above written.

**MARSHALL AREA ECONOMIC
DEVELOPMENT ALLIANCE**

Dated: July ____, 2024

By: _____

James Durian

Its: **Chief Executive Officer**

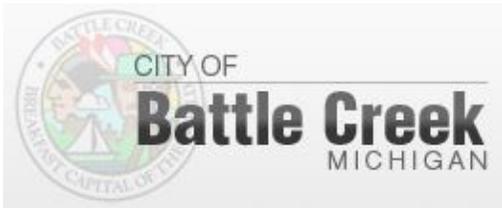
CITY OF BATTLE CREEK

Dated: July ____, 2024

By: _____

Rebecca L. Fleury

Its: **City Manger**



Resolution NO. 491

A Resolution seeking authority for the City Manager to sign the attached Law Enforcement Mutual Aid Agreement with the City of Kalamazoo regarding the Kalamazoo Department of Public Safety.

BATTLE CREEK, MICHIGAN - 7/2/2024

Resolved by the Commission of the City of Battle Creek:

That Michigan Public Act 236 of 1967, MCL 123.811, et. seq., ("Mutual Police Assistance Agreements Act") authorizes two or more counties, cities, villages, or townships, whether adjacent to each other or not, to enter into agreements to provide mutual police assistance to one another in case of emergencies.

The City of Kalamazoo maintains a fully trained and certified police and fire department known as the Kalamazoo Department of Public Safety (KDPS), and the City of Battle Creek maintains a fully trained and certified police department known as the Battle Creek Police Department.

In the event of emergency situations, each department may require additional law enforcement resources and the parties each desire to establish protocols and procedures by which each department can request law enforcement assistance from the other, as set out in the attached agreement.

The Mutual Police Assistance Agreements Act requires the approval of the governing body to enter into such agreements.

WHEREFORE, the City Manager is authorized to enter into the attached Mutual Police Assistance Agreement with the City of Kalamazoo, or one substantially similar approved by the City Attorney.

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Jill Humphreys Steele, City Attorney

Department: City Attorney

SUMMARY

A Resolution seeking authority for the City Manager to sign the attached Law Enforcement Mutual Aid Agreement with the City of Kalamazoo regarding the Kalamazoo Department of Public Safety.

BUDGETARY CONSIDERATIONS

There are none.

HISTORY, BACKGROUND and DISCUSSION

In instances of an emergency where the police department may have a number of competing matters to which it must respond, occasionally the assistance of a neighboring police agency is needed. The City of Battle Creek has historically had mutual aid emergency agreements with the City of Kalamazoo.

The Mutual Police Assistance Agreement Act requires that this arrangement be reduced to writing and address certain matters, including but not limited to: Describing the nature of the emergency, who must declare the emergency, under what circumstances police assistance may be asked for, and by which city officials; and shall provide for the payment of the services and what powers, duties, and responsibilities, and under whose authority, officers called to duty under the terms of the mutual aid assistance agreement shall serve.

DISCUSSION OF THE ISSUE

POSITIONS

Police Chief Bagley supports approval of this Resolution.

ATTACHMENTS:

File Name	Description
☐ Mutual_Aid_Agreement_Final_6.5.24.pdf	KDPS Mutual Aid Agreement

THE CITY OF KALAMAZOO

And

THE CITY OF BATTLE CREEK

LAW ENFORCEMENT MUTUAL AID AGREEMENT

This Mutual Aid Agreement (Agreement) entered on the _____ day of June, 2024 between the City of Kalamazoo and the City of Battle Creek, collectively, “the Parties,” is purposed to provide mutual aid and assistance in law enforcement protection during emergency situations pursuant to Public Act No. 236 of 1967, MCLA 123.811, et. seq.

WHEREAS, the City of Kalamazoo (Kalamazoo) maintains a fully trained and certified police and fire department known as the Kalamazoo Department of Public Safety (KDPS);

WHEREAS, the City of Battle Creek (Battle Creek) maintains a fully trained and certified police department known as the Battle Creek Police Department (BCPD);

WHEREAS, in the event of emergency situations, each department may require additional law enforcement resources;

WHEREAS, KDPS and BCPD desire to establish protocols and procedures by which each department can request law enforcement assistance from the other;

NOW, THEREFORE, Kalamazoo and Battle Creek enter into a Law Enforcement Mutual Aid Agreement as follows:

1. Determination of Emergency

When an agency encounters an emergency which diminishes its capacity or ability to provide Public Safety services, the Commanding Officer of the effected agency, hereafter referred to as the requesting agency, shall determine if a request for assistance is necessary or desirable. If the requesting agency’s Commanding Officer determines assistance is necessary or desirable, then the Commanding Officer shall declare the emergency, describing the nature of the emergency.

2. Request for Assistance

The Commanding Officer requesting assistance shall contact the Commanding Officer of the responding agency through the responding agency’s Central Dispatch Center, outlining the nature of the emergency and desired resources.

3. Response to Request for Assistance

The Commanding Officer of the responding agency will determine the actual amount of equipment and staff it will supply or make available in each instance, based upon the

available personnel, equipment and local conditions at the time of the request. The Commanding Officer of the responding agency may decline the request for assistance if personnel and/or equipment are not available. No party to this agreement shall be liable for the failure to respond to the request for assistance for any reason.

4. Required Certifications for Responding Officers

All law enforcement personnel responding to the request for assistance must hold current Michigan Commission on Law Enforcement certification awarded by the State of Michigan.

5. Withdrawal of Personnel and Equipment

The requesting agency can rescind its request for assistance at any time during the mutual aid incident without cause by notifying the Commanding Officer of the responding agency.

The responding agency can rescind and/or recall their personnel and/or equipment at any time during the mutual aid emergency without cause by notifying the Commanding Officer of the requesting agency. The requesting or responding agency shall not be liable for rescinding or recalling personnel and/or equipment.

6. Direction and Command at the Emergency Scene

The responding agency shall make immediate contact with the Commanding Officer of the requesting agency to receive their assignment and direction. The responding agency will be responsible for the supervision of its own personnel and will adhere to its own agencies policies and procedures when providing police services under this Agreement.

7. Enforcement Procedures for Responding Department

The responding agency will only enforce criminal offenses covered by state statutes. Local ordinances will not be enforced. If the responding agency is needed to cover calls for service, it will only respond to in-progress law enforcement or life safety calls for service. Any criminal reports generated by the responding agency will be written under a non-MICR code reporting offense (Assist other Jurisdiction) and include in the narrative facts outlining all the elements of the crime. The requesting agency will be responsible for the case management of the complaint, including forwarding the complaint for prosecution and any required follow up.

8. Cost of Responding

The Parties each agree that it will not be reimbursed for the costs of any usual and customary services rendered under this agreement, including wages, disability payments, retirement, furlough payments, charges for equipment, supplies and material expended or used while rendering assistance under this agreement.

9. Independent Contractor Status and Liability Insurance

Each agency and its personnel shall be considered independent contractors, not agents or employees, for purposes of worker’s compensation, state and federal taxation. Each agency shall remain responsible for any claims arising out of its personnel’s own acts or omissions during the performance of this agreement as provided by law. To the extent permitted by law, each Party shall indemnify the other from all claims, demands, costs and damages (including attorney fees) for bodily injury, including death or property damage arising out of the acts or omissions of personnel from the other agency. Each Party shall maintain appropriate and adequate insurance during the term of this agreement, including liability coverage, in accordance with the coverage requirements of the State of Michigan. This Agreement is not intended to increase or expand any Party’s liability for, or immunity from, any claims based upon tort, contract or other theory of recovery from a third party.

10. Other Mutual Aid Agreements

Nothing in this agreement is intended to affect, nullify or amend the terms and provisions of any other mutual aid and/or emergency management agreements the respective agencies may have with other agencies.

11. Termination

Each Party may terminate this agreement at any time by providing the other Party with thirty (30) days written notice.

12. Approval and Term

This Agreement shall not be effective until after the governing bodies of Kalamazoo and Battle Creek have each approved it. This Agreement shall be in effect from the date of full execution by all Parties unless otherwise terminated as provided herein.

13. Entire Agreement

This agreement constitutes the entire understanding between the Parties related to mutual aid. There are no other agreements, either written or oral, expressed or implied, that have not been incorporated into this agreement. The agreement may be amended only upon written agreement, approved and executed by each Party.

CITY OF KALAMAZOO:

CITY OF BATTLE CREEK:

By: James K. Ritsema, Dated
Its City Manager

By: Rebecca L. Fleury, Dated
Its City Manager

For Kalamazoo Department
of
Public Safety:

Chief David Boysen

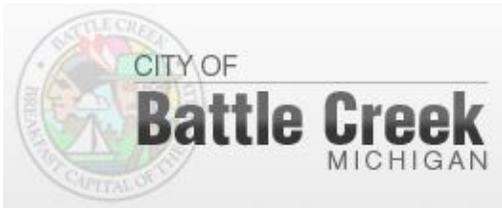
Date: _____

For Battle Creek Police:

Chief Shannon Bagley

Date: _____

Drafted by:
Jill Humphreys Steele (P53335)
Battle Creek City Attorney
10 N Division Street
Battle Creek, MI 49014



Resolution NO. 492

A Resolution seeking authority to declare intent to purchase, and authority to purchase, foreclosed real estate parcel #52-0390-00-147-0 on Hamblin Avenue.

BATTLE CREEK, MICHIGAN - 7/2/2024

Resolved by the Commission of the City of Battle Creek:

That Section 12.1 of the Charter of the City of Battle Creek authorizes the City to purchase real property for valid public purposes and the City believes it is in its best interest to do so in this instance.

Michigan's Act 123 of 1999 ("the Act") establishes the First Right of Refusal priorities and procedure for parcels of real estate that have been foreclosed upon for failure to pay property taxes. The Act provides that the City in which the property is located holds the first priority to purchase the foreclosed land for the minimum bid provided that no Notice of Claim has been filed. If a notice of claim has been filed (pursuant to 211.78t(2)), then the greater of the fair market value or minimum bid must be paid.

The City Manager is authorized to file a notice of intent to purchase parcel number 52-0390-00-147-0 in the City of Battle Creek, Calhoun County, with the Calhoun County Treasurer, and has the authority to purchase the parcel for the fair market value since a claim has been filed, along with necessary recording fees. The City Manager has the authority to sign all documents necessary to effectuate this acquisition of land.

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Jill Humphreys Steele, City Attorney

Department: City Attorney

SUMMARY

A Resolution seeking authority to declare intent to purchase, and authority to purchase, foreclosed real estate parcel #52-0390-00-147-0 on Hamblin Avenue.

BUDGETARY CONSIDERATIONS

In this case, a Notice of Claim **has** been filed, and the County has determined fair market value at \$3,580.00 (2023 SEV \$1,775.00 x 2 plus a \$30.00 recording fee). The property will be purchased using

funds transferred from the Downtown Development Authority (DDA) to the City's 599 fund.

HISTORY, BACKGROUND and DISCUSSION

This parcel of property located on Hamblin Avenue and being made available for the City to purchase through the tax foreclosure process is located right at the confluence of the Battle Creek and Kalamazoo Rivers (map attached).

It is right across the river channel from additional property owned by the City and could be critical to widening the river at the confluence. When exercising its First Right of Refusal for the purchase of foreclosed properties under state law, the purchase price paid by the City is determined by whether a Notice of Claim has been filed on the property. If a Notice of Claim **has** been filed (pursuant to 211.78t(2)), the greater of the fair market value or minimum bid must be paid. The City had hoped to purchase the property for the minimum bid price, which is currently \$863.73, but we learned that a Notice of Claim has been filed. The City is prepared to pay fair market value due to its importance in the river restoration process. The property will be purchased with funds transferred to the City from the DDA.

The notice of intent form and the application to purchase tax foreclosed property that must be filed, if approved by the City Commission, are attached.

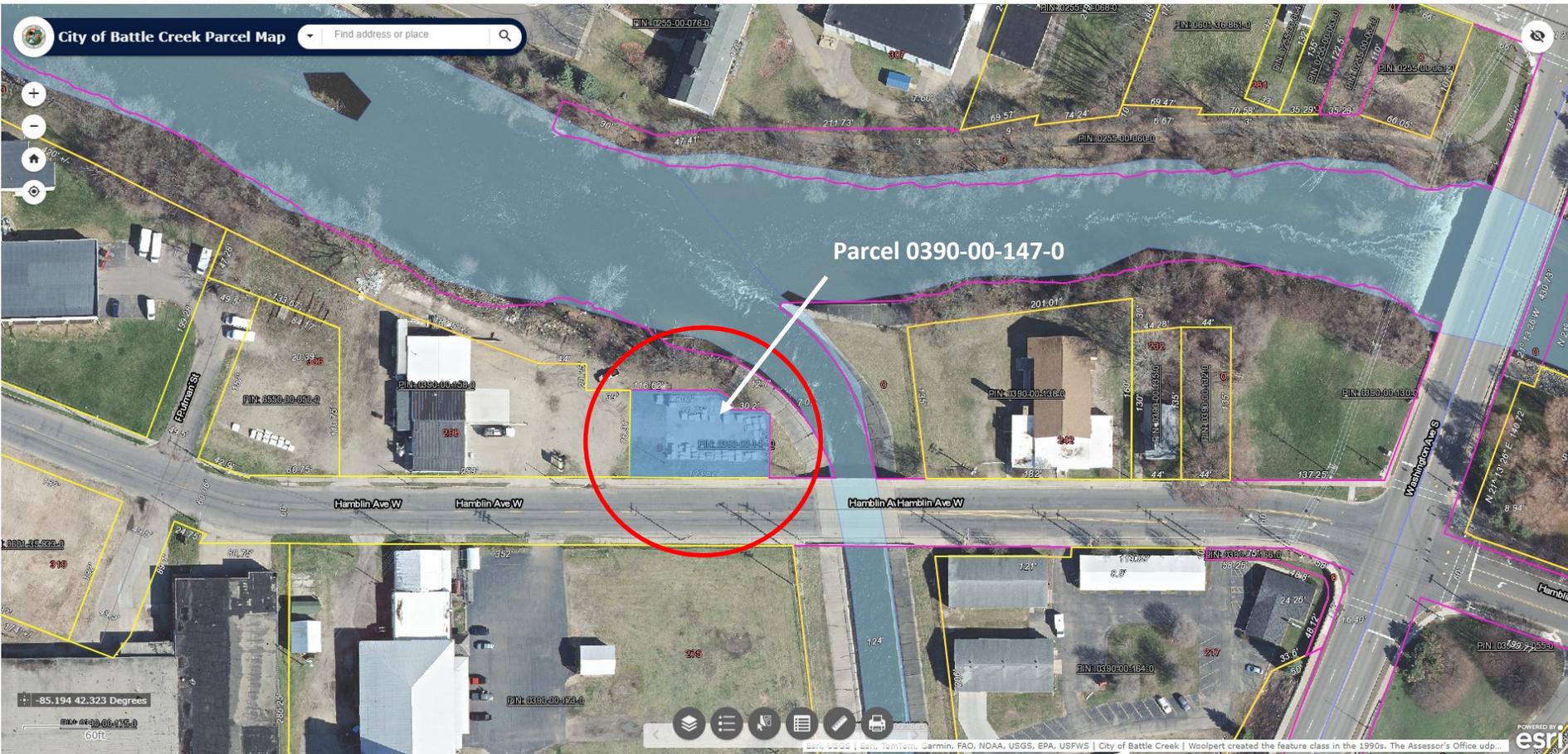
DISCUSSION OF THE ISSUE

POSITIONS

The City Manager's Department staff support approval of this Resolution.

ATTACHMENTS:

File Name	Description
❑ River_restoration_parcel_map_foreclosure.pdf	River restoration parcel map
❑ Application_to_Purchase-Template.pdf	Application to Purchase Tax Foreclosure Property
❑ 2024_Accept_FRC_Properties_City_of_Battle_Creek.doc	Calhoun County Right of First Refusal Notice



Application to Purchase Tax Foreclosure Property - Local Government

Issued under the authority of 206 PA 1893; Section 211.78(m). This information is required to issue a deed.

INSTRUCTIONS: File this completed form and proof of amount owed to the local unity. Send payment via check made payable to the Calhoun County Treasurer by the instructed deadline. **Late applications will be rejected.**

CALHOUN COUNTY TREASURER USE ONLY	
Date Application Received	Date Application Reviewed
Payment Amount	Deed Number
Deed Date	Deed Mail Date

PART 1: APPLICANT INFORMATION

Governmental Agency Name		
Address (Street Number, P.O. Box)		
City	State	Zip Code

PART 2: DEED ISSUANCE

Issue Deed to: Same as Governmental Agency in Part 1

Grantee Name		
Address (Street Number, P.O. Box)		
City	State	Zip Code

Mail deed to:

Address (Street Number, P.O. Box)		
City	State	Zip Code

PART 3: BIDDING INFORMATION

County	Sale Number	Local Parcel Number	Minimum Bid as Identified on Title Check Site	Amount Due Local Unit (see attached evidence)	Balance Owing to State
<input type="checkbox"/> Check this box if additional parcels are attached.				TOTAL	

Part 4: CERTIFICATION

The deed issued by Calhoun County may reserve to the State of Michigan all mineral rights including coal, oil and gas, etc., rights of ingress and egress over and across any watercourse or stream, pursuant to the provisions of Public Act 451 of 1994, as amended and all original antiquities, mounds,

Representative Name	Title	
Representative Signature	Date	Telephone Number

**Calhoun County Michigan
2024 First Right of Refusal Process**

**City of Battle Creek
SUBJECT: Right of First Refusal under PA 123 of 1999**

Purchase Properties under the First Right of Refusal Process

In accordance with PA 123 of 1999, City of Battle Creek has the “First Right of Refusal”, to acquire certain tax-foreclosed parcels in Calhoun County Michigan. At this time, the Township/City is exercising its right to purchase the following parcels:

1. 0390-00-147-0
- 2.

(Please attach additional sheets, if necessary.)

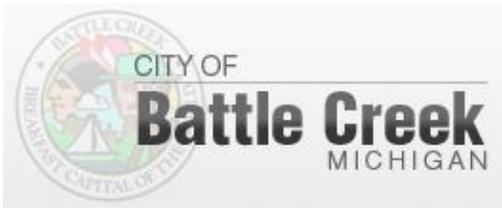
Signature

Date

Printed

Title

Please return to:
Calhoun County Treasurer
Attn: Penny Miller
315 W Green Street
Marshall, MI 49068
pmiller@calhouncountymi.gov
269-781-0803 or 269-781-0807



Resolution NO. 493

A Resolution seeking approval to conduct a Closed Session on a Legal Matter immediately following the Regular City Commission Meeting on July 2, 2024.

BATTLE CREEK, MICHIGAN - 7/2/2024

Resolved by the Commission of the City of Battle Creek:

That, a Closed Session of the City Commission shall be held immediately following the Commission Comments section of the regular meeting on Tuesday, July 2, 2024, as authorized by MCL 15.268(h). The Michigan Open Meetings Act permits a public body, upon a 2/3 majority vote, to meet in closed session to consider material exempt from discussion or disclosure by state statute, which in this instance is Section 13(1)(g) of the Michigan Freedom of Information Act, MCL 15.243(1)(g), to discuss a written legal opinion. MCL 15.268(h); and

Rebecca L. Fleury, City Manager, is hereby appointed as the designated secretary to record and prepare appropriate Minutes of this Closed Session.

Battle Creek City Commission
7/2/2024

Action Summary

Staff Member: Rebecca L. Fleury, City Manager

Department: City Manager

SUMMARY

A Resolution seeking approval to conduct a Closed Session on a Legal Matter immediately following the Regular City Commission Meeting on July 2, 2024.

BUDGETARY CONSIDERATIONS

None.

HISTORY, BACKGROUND and DISCUSSION

As permitted under the Michigan Open Meetings Act, a public body, upon a 2/3 majority vote, may meet in

closed session in order to discuss a written legal opinion with its attorney, which is provided for under MCL 15.268(h) and the other statute which provides that exemption is found in the Michigan Freedom of Information Act, MCL 15.243(1)(g).

DISCUSSION OF THE ISSUE

POSITIONS

The City Attorney and the City Manager support this Resolution to hold a closed session in this instance.

ATTACHMENTS:

File Name

Description

No Attachments Available