

**CITY COMMISSION REGULAR MEETING
MONDAY, JUNE 16, 2025
226 N. MICHIGAN AVENUE
BIG RAPIDS, MI 49307
6:30 P.M.**

Information and minutes are available from the City Clerk's Office, 226 N. Michigan Avenue, Big Rapids, MI 49307 Phone: 231-592-4020.

AGENDA FOR REGULAR MEETING OF THE CITY COMMISSION

1. CALL TO ORDER.
2. ROLL CALL.
3. PLEDGE OF ALLEGIANCE.
4. APPROVAL OF THE AGENDA
5. APPROVAL OF MINUTES. Act on the minutes of regular meeting of June 2, 2025.
6. SPECIAL ORDERS OF THE DAY - None
7. STUDY SESSION. - Hemlock Park Glider Swing Update, Heather Bowman, Director of Public Works
8. PUBLIC COMMENT NOT RELATED TO ITEMS ON THE AGENDA.
9. PUBLIC HEARINGS – None
10. GENERAL BUSINESS. (Regarding public comment, anyone may speak on an item of general business. Please rise and wait to be recognized.)
 - a. Resolution Approving Mayoral Appointment to the Planning Commission Board
 - b. Resolution Amending Fiscal Year 2024/2025 General Year-End Budget Amendments
 - c. Resolution Accepting Agreement with Firefighter's Union
 - **** d. Resolution Approving City Manager's Request to Waive the Requirement of Sealed Bids and Authorize Gerber Construction to Modify the Splash Pad at Hemlock Park
 - e. Resolution Accepting Agreement Number AJF-ON-ACC-25-AC-007293 with the Michigan Department of Transportation Federal Aviation Administration to Create an Instrument Approach for the Extension of Runway 10 at Roben Hood Airport.
11. UNSCHEDULED BUSINESS – (Commission Concerns/Reports)
12. WORK SESSION – None

13. ADJOURNMENT.

***Agenda items requiring a 4/5 Vote.

The City of Big Rapids will provide necessary reasonable auxiliary aids and services to individuals with disabilities at a meeting or hearing upon one-week notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling the ADA Coordinator, Jamie Aris, 226 N. Michigan Avenue, Big Rapids, MI 49307 (231-592-4007). TRS users may dial 711 for service.

The City of Big Rapids is an Equal Opportunity Provider and Employer

RESOLUTION NO. 25-

Commissioner _____ moved, seconded by Commissioner _____, the adoption of the following:

**RESOLUTION APPROVING MAYORAL APPOINTMENT TO THE
PLANNING COMMISSION BOARD**

BE IT RESOLVED, that the City Commission hereby confirms the following Mayoral appointment:

PLANNING COMMISSION

Kathryn McLeod reappointed to a full-term ending May 2028

Yeas:

Nays:

The Mayor declared the Resolution _____.

Dated:

RESOLUTION NO. 25-

Commissioner _____ moved, supported by Commissioner _____, the adoption of the following:

**RESOLUTION AMENDING FISCAL YEAR 2024/2025 GENERAL
YEAR-END BUDGET AMENDMENTS**

WHEREAS, the City of Big Rapids adopted FY 2024/2025 General Appropriations on May 2024 per Resolution No. 24-53, and

WHEREAS, each year adjustments are made to revenue and expenditure accounts.

Expenditures/Revenues	GENERAL FUND	Original		Amended
Account Number	Account Description	Budget	Amount	Budget
101-336-981.000-P0082	FIRE ENGINE 4 (E)	250,000	127,200	377,200
101-966-995.642	CONTRIBUTION TO DPW (E)	-	127,000	127,000
101-966-995.661	CONTRIBUTION TO MOTOR POOL (E)	-	310,000	310,000
101-000-390.000	FUND BALANCE		(564,200)	
Fire Engine down-payment was more than budgeted. Transfers out to cover budget amendments for Internal Service funds; DPW & Motor Pool.				

Expenditures/Revenues	HISTORICAL BUILDINGS FUND	Original		Amended
Account Number	Account Description	Budget	Amount	Budget
270-000-580.003	CONTRIUBTION FROM BR HISTORIC (R)	-	37,200	37,200
270-000-667.000	RENT (R)	-	4,500	4,500
270-000-680.000	MISCELLANEOUS INCOME (R)	-	300	300
270-000-943.000	EQUIPMENT RENTAL (E)	-	4,000	4,000
270-803-732.000	OPERATIONAL SUPPLIES (E)	-	500	500
270-803-801.000	CONTRACTED SERVICES (E)	-	1,500	1,500
270-803-920.000	PUBLIC UTILITIES (E)	-	9,000	9,000
270-803-930.000	OPERATIONAL REPAIRS & MAINT (E)	-	5,000	5,000
270-804-732.000	OPERATIONAL SUPPLIES (E)	-	500	500
270-804-801.000	CONTRACTED SERVICES (E)	-	1,000	1,000
270-804-920.000	PUBLIC UTILITIES (E)	-	4,000	4,000
New fund for the Old Jail and Bergelin House.				

Expenditures/Revenues	LIBRARY FUND	Original		Amended
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Account Number	Account Description	Budget	Amount	Budget
271-790-703.000	SALARIES/PART-TIME (E)	77,500	15,000	92,500
271-000-390.000	FUND BALANCE		(15,000)	
Part-time salaries were higher than expected.				

Expenditures/Revenues	DIAL-A-RIDE	Original		Amended
Account Number	Account Description	Budget	Amount	Budget
588-000-529.005	SECTION 5339 BUS & BUS FACILITIES (R)	-	148,600	148,600
588-537-703.000	SALARIES/PART-TIME (E)	10,000	10,000	20,000
588-537-703.010	SALARIES-DRIVERS/PART-TIME (E)	215,000	65,000	280,000
588-537-717.000	EMPLOYER HEALTH INSURANCE PREMIUMS (E)	42,100	20,000	62,100
588-539-981.941	EXPANSION BUS-GRANT (E)	-	147,800	147,800
588-000-395.000	RETAINED EARNINGS		(94,200)	
Grant funds were awarded for DART Bus & Facilities. Part time now receive sick pay.				

Expenditures/Revenues	SANITATION	Original		Amended
Account Number	Account Description	Budget	Amount	Budget
596-000-642.000	SALES & SERVICES/GENERAL (R)	960,000	70,000	1,030,000
596-000-642.003	SALES & SERVICES-ADDITIONAL SERVICES (R)	15,000	24,000	39,000
596-000-642.005	SALES & SERVICES-RECYCLE (R)	135,000	10,000	145,000
596-528-801.000	CONTRACTED SERVICES (E)	990,000	105,200	1,095,000
596-562-702.000	SALARIES (E)	15,300	6,500	21,800
596-562-715.000	EMPLOYER FICA (E)	1,200	600	1,800
596-000-395.000	RETAINED EARNINGS		(8,300)	
Contracted Services accrual not budgeted and increase in additional services.				

Expenditures/Revenues	DPW SERVICES	Original		Amended
Account Number	Account Description	Budget	Amount	Budget
642-931-699.101	CONTRIBUTION FROM GENERAL (R)	-	127,000	127,000
Transfer In from General Fund needed.				

Expenditures/Revenues	MOTOR POOL	Original		Amended
Account Number	Account Description	Budget	Amount	Budget

661-931-699.101	CONTRIBUTION FROM GENERAL (R)	-	310,000	310,000
661-000-687.000	INSURANCE REFUNDS (R)	2,000	132,200	134,200
661-524-981.914	RESCUE TRUCK (E)	-	22,500	22,500
661-524-981.942	AIRPORT TRACTOR (E)	-	98,900	98,900
Insurance revenue received is used to fund rescue truck & airport tractor replacement. Transfer In from General Fund needed.				

NOW, THEREFORE, BE IT RESOLVED, that the City Commission hereby approves the following budget Year End adjustments to the Fiscal Year 2024/2025 General Appropriations.

BE IT FURTHER RESOLVED, that the City Manager is authorized to amend the FY 2024/2025 City of Big Rapids budget accordingly.

Yeas:

Nays:

The Mayor declared the resolution _____.

Dated:

MEMORANDUM

TO: Department Heads and Supervisors
FROM: Carla Staffen, City Treasurer
SUBJECT: Fiscal Year-end Information
DATE: June 11, 2025

As the end of the fiscal year draws near, please closely monitor all purchases. Unless items are urgent in nature, consider delaying purchases for the remainder of the month. The majority of budgets are running close. Purchases requiring a requisition or purchase order should have already been submitted for approval. If not, please submit the request as soon as possible.

If there is a specific purchase or project budgeted in the current year that will not be completed by the end of the month, please submit a request to carry forward the amount into next fiscal year. The request should include the account number, a brief description, and dollar amount. Carry forward requests must be submitted no later than Friday, July 11.

Thank you for your cooperation concerning these matters and let me know if you have any questions.

POSITION PAPER

TO: City Commission

FROM: Carla Staffen, City Treasurer

DATE: June 11, 2025

Initiative: Year-end budget amendments

Background: At the end of each year, the Treasurer's Office reviews the expense accounts of the City to ensure that current budgeted appropriations are sufficient. When necessary, budget amendments are recommended to bring budgeted expectations in line prior to the end of each fiscal year.

Desired Action: Please approve the following budget amendments:

Expenditures/Revenues	GENERAL FUND	Original		Amended
Account Number	Account Description	Budget	Amount	Budget
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101-966-995.642	CONTRIBUTION TO DPW (E)	-	127,000	127,000
101-966-995.661	CONTRIBUTION TO MOTOR POOL (E)	-	310,000	310,000
101-000-390.000	FUND BALANCE		(564,200)	
Fire Engine down-payment was more than budgeted. Transfers out to cover budget amendments for Internal Service funds; DPW & Motor Pool.				

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270-804-920.000	PUBLIC UTILITIES (E)	-	4,000	4,000
New fund for the Old Jail and Bergelin House.				

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271-000-390.000	FUND BALANCE		(15,000)	
Part-time salaries were higher than expected.				

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588-537-717.000	EMPLOYER HEALTH INSURANCE PREMIUMS (E)	42,100	20,000	62,100
588-539-981.941	EXPANSION BUS-GRANT (E)	-	147,800	147,800
588-000-395.000	RETAINED EARNINGS		(94,200)	
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596-528-801.000	CONTRACTED SERVICES (E)	990,000	105,200	1,095,000
596-562-702.000	SALARIES (E)	15,300	6,500	21,800
596-562-715.000	EMPLOYER FICA (E)	1,200	600	1,800
596-000-395.000	RETAINED EARNINGS		(8,300)	
Contracted Services accrual not budgeted and increase in additional services.				

Expenditures/Revenues	DPW SERVICES	Original		Amended
Account Number	Account Description	Budget	Amount	Budget
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Transfer In from General Fund needed.				

Expenditures/Revenues	MOTOR POOL	Original		Amended
Account Number	Account Description	Budget	Amount	Budget
661-931-699.101	CONTRIBUTION FROM GENERAL (R)	-	310,000	310,000
661-000-687.000	INSURANCE REFUNDS (R)	2,000	132,200	134,200
661-524-981.914	RESCUE TRUCK (E)	-	22,500	22,500
661-524-981.942	AIRPORT TRACTOR (E)	-	98,900	98,900
Insurance revenue received is used to fund rescue truck & airport tractor replacement. Transfer In from General Fund needed.				

RESOLUTION NO. 25-

Commissioner _____ moved, supported by Commissioner _____, the adoption of the following:

**RESOLUTION ACCEPTING AGREEMENT
WITH FIREFIGHTER'S UNION**

BE IT RESOLVED, that the Commission of the City of Big Rapids hereby approves the attached contract between the City of Big Rapids and Firefighter's bargaining unit for the period of June 1, 2025 to June 1, 2028.

BE IT FURTHER RESOLVED, that Mayor Fredrick Guenther and City Manager Mark Gifford are hereby authorized to sign the contract upon final contract formatting.

Yeas:

Nays:

The Mayor declared the resolution _____.

Dated:

POSITION PAPER

TO: City Commission
FROM: Jamie Aris, Human Resources Director
DATE: June 5th, 2025

International Association of Firefighters Local No. 1776 – Fire Fighters Contract

Background:

Current contract expires June 30, 2025

Process:

The negotiating team has met several times and has signed Tentative Agreements for the following:

- Wages: 10.6% over 3 years (4% increase for 2025, 3.5% increase for 2026 and 3% for 2027). Salary and hourly rates listed
- Contract extended 3 years from 6/1/2025 to 6/1/2028
- Military Time, Section 16.1
 - Military time will count towards earned Longevity and Vacation time.
- Examinations, Section 24.5
 - Bi-annual physical examinations shall be increased to include cancer and Hep B screenings.
- Retiree 457 Savings Fund, Section 25.3
 - 457 savings account to 2.5% Match for retirement.

Attached is the revised contract with changes noted.

Language to be removed is ~~struck~~. Language in **red** signifies new language.

Desired Action:

Adopt the proposed contract with the International Association of Firefighters Local No. 1776, effective July 1, 2025 and expiring June 30, 2028.

STATUS	Sec. No.	Union or Mgmt.	ISSUE	TA #	SIGNED
TA written	Sec 26.1	Mgmt	Term of Contract 3 years (July 1, 2025 through June 30, 2028)	1	
TA written	Sec 23.2 and 14.1	Union	Military time - Counts towards longevity and vacation	2	
TA written	Sec 24.5	Union	Increased Cancer screenings to bi-annual physicals and Hep B.	3	
TA written	Section 25.1	Union	Increased contribution to either 457 or 401a, increased city contribution to 12.5%,	4	
TA written	Appendix "A"	Union/Mgmt	wages 7/25 4% 7/26 3.5% 7/27 3% Hourly rate listed in contract	5	

Fire Fighter, Local No. 1776 UNION

TENTATIVE AGREEMENT NO. 1

Dated: 6/6/2025

Section 26.1. Termination. This Agreement shall be effective as of **July 1, 2025** and shall continue in full force and effect until midnight, **June 30, 2028**, and for successive annual periods thereafter unless, at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires to terminate, modify, alter, re-negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, re-negotiate or change, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

By:
Its:

By: Mark Gifford
Its: City Manager

By:
Its:

By: Steve Schroeder
Its: Fire Chief

By:
Its:

By: Jamie Aris
Its: Human Resources Director

By:
Its:

By:
Its:

Fire Fighter, Local No. 1776 UNION

TENTATIVE AGREEMENT NO. 2

Dated: 6/6/2025

Section 14.1. Vacation Allowance. All employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

<u>Years of Continuous Service</u>	<u>Time Off</u>
Less than five (5) years	120 hrs. (4.62 hr/pp)
At least five (5) but less than eleven (11) years	192 hrs. (7.39 hr/pp)
At least eleven (11) but less than eighteen (18) years	240 hrs (9.23 hr/pp).
At least eighteen (18) years	312 hrs. (12.0 hr/pp)

Vacation leave is credited to eligible employees each pay period, based upon their years of continuous service as of that date.

Any time served on active-duty military service shall count toward an employee's length of service for purposes of longevity and vacation allowance after the successful completion of a one-year probationary period. Credit for military service is capped at four (4) years. To receive this credit, the employee must provide official documentation of honorable discharge or equivalent proof of completion of service.

Section 23.2. Longevity.

All regular, full-time employees hired after July 1, 2016, shall receive a longevity payment based on length of completed, continuous service as of December 1 under the following schedule:

(1)	completion of five (5) years continuous service -	\$ 800
(2)	completion of ten (10) years continuous service-	\$1,100
(3)	completion of twenty (20) years continuous service-	\$1,300

Any time served on active-duty military service shall count toward an employee's length of service for purposes of longevity and vacation allowance after the successful completion of a one-year probationary period. Credit for military service is capped at four (4) years. To receive this credit, the employee must provide official documentation of honorable discharge or equivalent proof of completion of service.

By:
Its:

By: Mark Gifford
Its: City Manager

By:
Its:

By: Steve Schroeder
Its: Fire Chief

By:
Its:

By: Jamie Aris
Its: Human Resources Director

By:
Its:

By:
Its:

Fire Fighter, Local No. 1776 UNION

TENTATIVE AGREEMENT NO. 3

Dated:6/6/2025

Section 24.5. Examinations. All employees shall receive a medical evaluation as established from the Comprehensive Occupational Medical Program for Fire Departments every two (2) years fully paid by the City. **This evaluation will also include cancer screenings and Hep B Screenings, in accordance with the best practices for firefighter occupational health.** Employees will be sent to a mutually agreed upon (between the City and union) qualified provider for this examination.

By:
Its:

By: Mark Gifford
Its: City Manager

By:
Its:

By: Steve Schroeder
Its: Fire Chief

By:
Its:

By: Jamie Aris
Its: Human Resources Director

By:
Its:

By:
Its:

Fire Fighter, Local No. 1776 UNION

TENTATIVE AGREEMENT NO. 4

Dated:6/6/2025

Section 25.3. Retiree 457 Savings Fund. In order to assist in the provision of retiree health insurance, a fund within the defined contribution pension plan has been created to allow employees to save for the cost of retiree health insurance. Participants in the defined contribution plan may elect to contribute up to three (3.00%) per cent of their compensation to their account within this fund. The City will make an additional contribution to the participant's account in an amount equal to **two and one half percent (2.5%)** of compensation. Participants are one hundred (100%) per cent vested in their and the City's contributions. The employee may contribute more, but the City will not match these additional contributions.

By:
Its:

By: Mark Gifford
Its: City Manager

By:
Its:

By: Steve Schroeder
Its: Fire Chief

By:
Its:

By: Jamie Aris
Its: Human Resources Director

By:
Its:

By:
Its:

Fire Fighter, Local No. 1776 UNION

TENTATIVE AGREEMENT NO. 5

Dated: 6/6/2025

CLASSIFICATION AND WAGE RATES

Effective the first pay period on or after the date(s) indicated below, the following wage rates will be in effect **and will include salary and hourly wage**. In order to receive retroactive pay, the employee must be employed on the date that this Agreement is ratified by the City.

	7/1/2025 4%		7/1/2026 3.50%		7/1/2027 3%	
	Salary	Hourly	Salary	Hourly	Salary	Hourly
<u>Firefighter</u>						
start	55750.24	19.15	57701.50	19.82	59432.54	\$20.41
after 6 months	57366.40	19.70	59374.22	20.39	61155.45	\$21.00
after 1 year	58808.88	20.20	60867.19	20.90	62693.21	\$21.53
after 2 years	61785.36	21.22	63947.85	21.96	65866.28	\$22.62
after 3 years	64231.44	22.06	66479.54	22.83	68473.93	\$23.51
 <u>Captain</u>						
after 3 years	73866	25.37	76451.31	26.25	78744.85	27.04

By:
Its:

By: Mark Gifford
Its: City Manager

By:
Its:

By: Steve Schroeder
Its: Fire Chief

By:
Its:

By: Jamie Aris
Its: Human Resources Director

By:
Its:

By:
Its:

RESOLUTION NO. 25-

Commissioner _____ moved, supported by Commissioner _____, the adoption of the following:

**RESOLUTION APPROVING CITY MANAGER'S REQUEST TO WAIVE THE REQUIREMENT
OF SEALED BIDS AND AUTHORIZE GERBER CONSTRUCTION TO MODIFY THE
SPLASH PAD AT HEMLOCK PARK**

WHEREAS, the City Commission approved Resolution 24-05 awarding the Hemlock Park Splash Pad and Playground project to Gerber Construction, and

WHEREAS, the project was successfully completed and as the community has been utilizing the splash pad, run-off issues have been identified, and

WHEREAS, a proposal from Gerber Construction, Inc. has been received with plans to modify the Splash Pad addressing the run-off and puddles of water it creates in the amount not to exceed \$10,200, and

WHEREAS, City Manager Mark Gifford recommends waving the City's procurement process to allow Gerber Construction, Reed City, MI to make said modifications.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission approves the City Manager's request to waive the requirement of sealed bids per Section 8.10 of the City Charter and accept the proposal from Gerber Construction, Inc. in the amount of \$10,200.00 for the modification of the Splash Pad at Hemlock Park and that the cost be expensed to Account Number 410-249-967.000.

Yeas:

Nays:

The Mayor Declared the Resolution _____.

Dated:

POSITION PAPER

TO: City Commission via; Mark Gifford, City Manager
FROM: Heather Bowman, Public Works Director
DATE: 6/12/25
SUBJECT: Proposal from Gerber Construction for Splash Pad Adjustment

Program/Initiative:

Authorize the approval to allow Gerber Construction to Modify the Splash Pad.

Background:

On Monday, January 8, 2024, the City Commission approved Resolution 24-05 to award the Hemlock Park Splash Pad and Playground project to Gerber Construction. The project was successfully completed, and the community has been using the amenities. The Splash Pad has been generously used by the community and as a result run-off issues have been identified.

Included is a proposal from Gerber Construction to address the water that is creating puddles near the amenity. City staff will work with Gerber Construction to keep costs at a minimum. The Splash Pad will be unavailable for use for a week time, with the intent of having the amenity available for use as soon as possible.

Desired Action:

City Staff recommends the City Commission authorize the City Manager to accept the proposal from Gerber Construction to Modify the Splash Pad. Costs not to exceed \$10,200.00 and expenses incurred committed to 410-249-967-000.



20270 West US 10
Reed City, MI. 49677

City of Big Rapids
Attn: Mark Gifford
CC: Heather Bowman
Re: Hemlock Park Additional Concrete

Provide labor and material to complete the following per onsite review:

-Excavate and form/pour 820 SF of 4", 4000 PSI exterior non-reinforced concrete adjacent to the splash pad area. Concrete finish to be a light broom to match adjacent concrete surfaces.

-Quote includes a pump truck charge for placement to minimize any disturbance caused by the construction operation.

-Excavation included, but in order to keep costs down for this effort, Gerber is assuming the City of BR DPW staff would be able to assist with soil removal from our mini-excavator when excavating the two areas.

-Quote also includes repairing minor grass disturbance areas and grass seeding after construction is complete.

Total = \$10,200.00

City of BR – Hemlock Park Additional Concrete

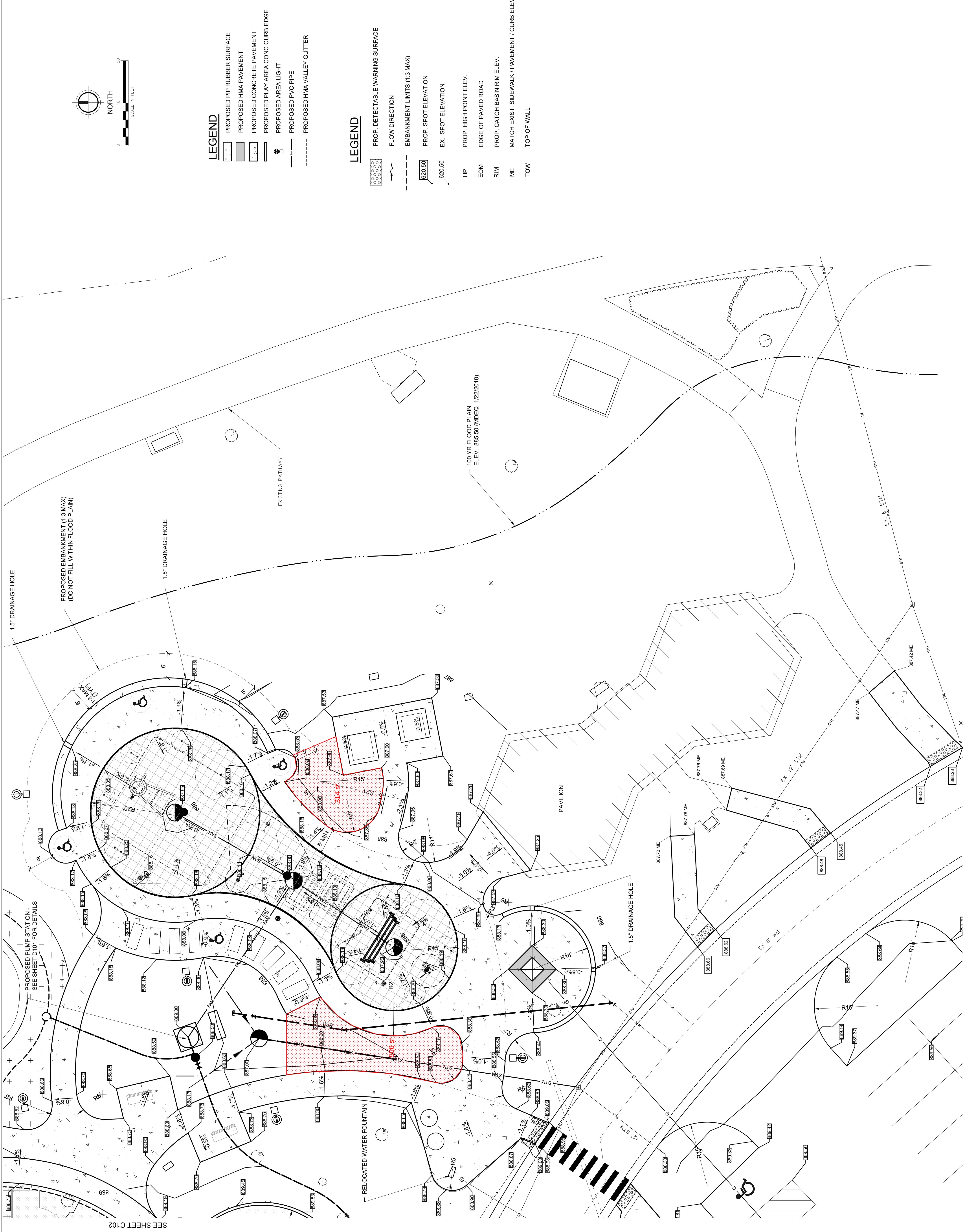


Area 1: Approx 506 SF of 4" exterior concrete



Water directed as shown in the arrow to the North.

Area 2; Approx 314 SF of 4" exterior concrete



RESOLUTION NO. 25-

Commissioner _____ moved, seconded by Commissioner _____, the adoption of the following:

RESOLUTION ACCEPTING AGREEMENT NUMBER AJF-ON-AAC-25-AC-007293 WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION TO CREATE AN INSTRUMENT APPROACH FOR THE EXTENSION OF RUNWAY 10 AT ROBEN HOOD AIRPORT

WHEREAS, the recently completed extension of runway 10 at the Roben Hood Airport facilitated the need to move the Precision Approach Path Indicators (PAPI's) so they are the correct distance from the end of the runway, and

WHEREAS, the Runway End Indicator Lights (REIL's), located at the end and side of the runway had to be moved as well, and

WHEREAS, Roben Hood Airport has an instrument approach to Runway 28, and the Federal Aviation Administration (FAA) will create an instrument approach for the extension at Runway 10, and

WHEREAS, the cost is \$17,982 and payment must be received by the FAA before implementation of this project will commence.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission authorizes the approval of Agreement No. AJF-ON-AAC-25-AC-007293 with the Michigan Department of Transportation Federal Aviation Administration for the instrument approach to Runway 10 at Roben Hood Airport in the amount of \$17,982.00 and authorizes City Manager Mark Gifford to sign said agreement.

Yeas:

Nays:

The Mayor declared the resolution _____.

Dated:

I hereby certify that the foregoing Resolution No.25-____ is a true and complete copy of a resolution of the City of Big Rapids duly adopted at a regular meeting of the City Commission of said City held on June 16, 2025.

I further certify that said resolution has been recorded in the Minute Book of the City of Big Rapids and that such recording has been authenticated by the signatures of the Mayor and City Clerk.

Karen Manoski, City Clerk

Dated: June 17, 2025

Position Paper

To: The City of Big Rapids
Commission

From: Kendra Herrema, Airport Manager

Date: 6/11/2025

ISSUE: Non-Federal Reimbursable Agreement between DOT/ FAA and City of Big Rapids to provide a commissioning flight inspection of the PAPI/REIL on Rwy 10 & MIRL's on Rwy 10/28 & Rwy's 14/32 at Roben-Hood airport in Big Rapids

BACKGROUND: The recently completed runway extension of Rwy 10, facilitated the need to move the Precision Approach Path Indicators (PAPI's) further west, as they were no longer at the correct distance from the end of the runway. The Runway End Indicator Lights (REIL's) are located just off the end and on either side of the runway, so with the extension in length, they too had to be moved. PAPI's work by giving the pilot a quick visual indication if they are right on the correct glide slope, too high, or below the the ideal glide path. This flight inspection is to ensure that these important components are indeed giving accurate information to pilots as they come in to land. Roben-Hood currently has an instrument approach to Runway 28, the FAA is in the process of creating an instrument approach to Runway 10, this flight inspection is necessary to complete that approach. The Medium Intensity Runway Lights (MIRL's) are the lighting which is located along the length of the runway, and they will check them during the flight check as well.

The cost is a reimbursable expense. The City would pay the total estimated cost of \$17,982.00 up front. The advanced payment must be received before the FAA will implement this agreement. This is an estimated total cost. If it exceeds the estimate by 10%, the sponsor will be notified. Upon completion, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. The final amount will be the amount the City will be reimbursed for. This reimbursement would happen at the next grant cycle with MDOT, with all but 5%, which is the local matching amount, being reimbursed.

RECOMMENDATION: It is the staff's recommendation to pass a resolution to approve the contract and make the payment of \$17,982.00 to the DOT / FAA for the flight check.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF BIG RAPIDS
BIG RAPIDS, MI**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of Big Rapids** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA-Flight Program Operations and **City of Big Rapids**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to **provide a commissioning flight inspection of the PAPI/REIL on Rwy 10 & MIRLs on Rwy 10/28 & Rwy 14/32 at Roben-Hood Airport (KRQB) Big Rapids, MI**. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

City of Big Rapids, Big Rapids, MI

- B. The FAA will **perform a commissioning flight inspection of the PAPI/REIL on Rwy 10 & MIRLS on Rwy 10/28 & Rwy 14/32 at Roben-Hood Airport (KRQB) Big Rapids, MI.**
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
 2. Upon signature and payment of agreement, contact Richard Montgomery at 405-954-0792 or Richard.Montgomery@faa.gov once the site is ready for inspection. You may also call the Oklahoma City Service Center if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant [X] Yes [] No. If Yes, the grant date is: TBD and the grant number is: TBD. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, **Flight Program Operations, Program Support Group** will provide administrative oversight of this Agreement. **Shelley Ochs** is the **Agreement Coordinator** and liaison with the Sponsor and can be reached at 405-954-5757 or via email at shelley.d.ochs@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA, **Flight Program Operations, Flight Operations Group** will perform the scope of work included in this Agreement. **Richard Montgomery** is the **Lead Scheduler**, Flight Program Operations, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-9780 or via email at richard.montgomery@faa.gov. These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the **Contracting Officer, Michele Mustin** who can be reached at 405-954-7879 or via email at michele.d.mustin@faa.gov.

B. Sponsor:

Sponsor: City of Big Rapids
ATTN: Steve Schroeder
Address: 21325 18th Road
Big Rapids, MI 49307
Phone: 231-527-0005
Email: sschroeder@bigrapidsdps.org

ARTICLE 5. Non-Interference with Operations [RESERVED]

ARTICLE 6. Property Transfer [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
LABOR	
NA	\$0
NON-LABOR	
Flight Inspection	\$16,650.00
Non-Labor Overhead (8%)	\$ 1,332.00
Total Non-Labor	\$17,982.00
TOTAL ESTIMATED COST	\$17,982.00

Detailed Estimate:

Flight Inspection Estimated Cost

<i>Beech Rate \$3,330/hr</i>	Type	Hours	Inspections	Estimated Cost
PAPI/REIL Rwy 10	Commission			
MIRLs Rwy 10/28	Commission			
MIRLs Rwy 14/32 at KRQB	Commission	5	1	\$16,650.00
	8% Administrative Overhead			\$ 1,332.00
	Total Estimated Cost			\$17,982.00

B. FAA reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to FAA Order 4040.28 (current edition), Application of Flight Hour Rates, or as approved by the Flight Program Executive. The estimate is based on rates in effect at the time this Agreement is signed.

- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the Sponsor will reflect actual hours and costs to the FAA.
- D. Sponsor will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send an electronic copy of the Agreement to the FAA Agreement Coordinator for FAA signature. The Sponsor will also send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts Team is identified by the FAA as the billing office for this Agreement. The Sponsor will send an electronic copy of the executed Agreement to the Agreement Coordinator and submit the advance payment to the Reimbursable Receipts Team. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS:

DOT/FAA/ESC
P.O. Box 25770
AMK-322 – MPB 328
Oklahoma City, OK 73125

FAA payment remittance address using Fed Ex/ UPS/USPS Priority (**overnight**):

DOT/FAA/ESC
AMK-322 – MPB328
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Big Rapids
ATTN: Steve Schroeder
21325 18th Road
Big Rapids, MI 49307
231-527-0005
sschroeder@bigrapidsdps.org

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.

- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence [RESERVED]

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

CITY OF BIG RAPIDS

SIGNATURE _____
NAME Michele Mustin
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Mark Gifford
TITLE City Manager
DATE _____