Transportation Authority of Calhoun County
Meeting Agenda
June 10, 2026
Ride Calhoun Administrative Offices
49 South Cass St., Battle Creek, MI 49037

I. Call to Order

II. Roll Call

III. Approval of Agenda

IV. Public Comments on Agenda Items

V. Consent Agenda
   a. May 13, 2026 Meeting Minutes
   b. Finance and Budget Report
   c. AP approval through June 8, 2026

VI. Unfinished Business
   a.

VII. New Business
   a. Resolution 16-2026 – Approval of King Media Scope of Work
   b. Resolution 17-2026 – Adoption of updated FOIA policy
   c. Resolution 18-2026 – Support of Application for Infrastructure Projects Authority Fund (IPAF) grant
   d. Resolution 19-2026 – Approval of Professional Services Agreement
   e. Closed Session – Pursuant to Section 8(c) to discuss strategy related to collective bargaining that is exempt from discussion disclosure under section 13(1)(g) of the Freedom of Information Act.
   f.

VIII. Public Comments on Non-Agenda Items

IX. Board and Executive Director Comments
   a. Communications to the Board
   b. Consultant Updates
   c. Executive Director Comments
   d. Board Member Comments

X. Dates of Next Meetings
   a. Board Meeting – June 24, 2026 (5:30pm at Ride Calhoun Administrative Office)
   b. Board Workshop – July 8, 2026 (2:00pm-5:30pm at Ride Calhoun Administrative Office)

XI. Adjournment

Transportation Authority of Calhoun County
Meeting Minutes
May 13, 2026
Ride Calhoun Administrative Offices
49 South Cass St., Battle Creek, MI 49037

I. Call to Order

The meeting was called to order by Vice Chairperson Tom Tarkiewicz at 5:32 p.m.

II. Roll Call

Members present: Tom Tarkiewicz, Maya Williams, Amy Evans, and Jenasia Morris.
Members absent: Vivian Davis, Erick Stewart, and Dr. Paul Watson

III. Approval of Agenda

It was motioned by Evans and supported by Morris to approve the Agenda.
Motion carried.

IV. Public Comment on Agenda Items

None.

V. Consent Agenda

It was motioned by Morris and supported by Williams to approve the Consent Agenda.
Motion carried.

VI. Unfinished Business

None.

VII. New Business

None.

VIII. Public Comments on Non-Agenda Items

None.

IX. Board and Executive Director Comments

a) Communications to the Board – None

b) Consultant Updates – Peter is concerned about any problems that may occur form BCT's FTA and MDOT grants their successful closeout. He thinks attorneys can assist, if needed. Clark echoed Peter's concerns, mentioned a Board training before the July 8 TACC Board Meeting, and stated Mallory will share more.

c) Executive Director Comments – Mallory shared there are a ton of things being negotiated and/or finalized. One of the things is employee benefits. Employees will choose from two options. One is similar to their current benefits, the other is different. All BCT and Marshall Dial a Ride staff have been sent offer letters so they can know what to expect under Ride Calhoun employment and accept or decline. Expecting property and casualty insurance details in June to start on July 1. We can't insure things we don't own. We have to schedule closings for property acquisitions, title and deed transfers. The City of Marshall should have received an Agreement to rent space for our vehicles there. Staff believes it would be best to move grant funds to TACC/RC from BC, otherwise funds could be clawed back. Working with MERS to transfer employees' retirement funds to TACC/RC from BC. MERS expects the fund to be 100% funded. Tom asked about employee committals. Mallory shared the date given was 05.11.26. All but 3 staff committed and they work part-time in Marshall.

d) Board Member Comments – Moore said great work. Williams stated the same.

X. Next Meetings

a) Board Meeting – June 10, 2026 (5:30 p.m. at Ride Calhoun Administrative Office)

b) Please Hold – May 27, 2026 and June 24, 2026. It was motioned by Morris and supported by Williams to set special meetings for May 27 and June 24, if needed. *Motion carried.*

XI. Adjournment

5:50 p.m.

Respectfully Submitted,

_____

Vivian Davis, Secretary

Transportation Authority of Calhoun County
Statement of Net Position
As of May 31, 2026

	Month Ending 05/31/2026	Month Ending 04/30/2026
Assets		
Current Assets	11,391,433.34	10,765,936.15
Total Assets	**$ 11,391,433.34**	**$ 10,765,936.15**
Liabilities and Net Position		
Liabilities		
Current Liabilities	66,524.47	147,417.20
Total Liabilities	66,524.47	147,417.20
Net Position		
Unrestricted Net Position	10,618,518.95	10,295,699.18
Change in Net Position	706,389.92	322,819.77
Total Net Position	11,324,908.87	10,618,518.95
Total Liabilities and Net Position	**$ 11,391,433.34**	**$ 10,765,936.15**

Transportation Authority of Calhoun County
Statement of Revenues, Expenses, and changes in Net Position
As of May 31, 2026

	Current Month 05/31/2026	Current FYTD 05/31/2026	Prior Month 04/30/2026	Prior FYTD 09/30/2025
Revenue				
Revenue - Sales				
4010001 - Farebox Revenue	0.00	10,819.74	5,182.57	0.00
Total Revenue - Sales	0.00	10,819.74	5,182.57	0.00
Revenue - Other				
4080001 - Property Tax Revenue - Calhoun County	20,107.10	34,365.14	0.00	421,313.98
4080002 - Property Tax Revenue - City of Albion	39,647.24	213,505.94	0.00	253,797.89
4080003 - Property Tax Revenue - City of Battle Creek	295,930.75	3,474,066.79	1,878.87	3,235,749.94
4080004 - Property Tax Revenue - City of Marshall	31,069.03	795,042.32	0.00	635,792.50
4080005 - Property Tax Revenue - City of Springfield	22,603.51	262,824.05	336.41	234,534.41
4080006 - LCSA Payments	0.00	11,090.89	0.00	0.00
4110100 - State Operating Assistance	261,952.00	2,095,616.00	261,952.00	0.00
4111400 - Other Capital Contract Reimbursement for Operating Expenses	16,140.71	16,140.71	0.00	0.00
4119901 - Other MDOT/OPT Contracts and Reimbursements	41,737.00	50,640.00	8,903.00	0.00
4130100 - Section 5311 Operating	0.00	144,905.00	144,905.00	0.00
Total Revenue - Other	729,187.34	7,098,196.84	417,975.28	4,781,188.72
Total Revenue	729,187.34	7,109,016.58	423,157.85	4,781,188.72
Operating Expenses				
General and Administrative Expenses				
Due and Subscriptions				
5090300 - Dues & Subscriptions	0.00	20,282.55	0.00	924.00
Total Due and Subscriptions	0.00	20,282.55	0.00	924.00
Travel, Meals and Entertainment				
Travel Expenses				
5090201 - Travel & Meetings and Trainings - Travel	0.00	12.75	0.00	0.00
5090202 - Travel & Meetings and Trainings - Training	0.00	0.00	0.00	2,278.28
Total Travel Expenses	0.00	12.75	0.00	2,278.28
Total Travel, Meals and Entertainment	0.00	12.75	0.00	2,278.28
Total General and Administrative Expenses	0.00	20,295.30	0.00	3,202.28
Marketing and Advertising Expenses				
Advertising and Promotion				
5030200 - Advertising Fees	0.00	1,268.90	0.00	50.00
Total Advertising and Promotion	0.00	1,268.90	0.00	50.00
Total Marketing and Advertising Expenses	0.00	1,268.90	0.00	50.00
Payroll and Related Expenses				
Benefits				
5020000 - Fringe Benefits	0.00	4,765.18	2,584.22	0.00
Total Benefits	0.00	4,765.18	2,584.22	0.00
Salary and Wages				
5010100 - Operators Salaries & Wages	0.00	45,951.23	24,915.77	0.00
5010200 - Other Salaries & Wages	0.00	2,376.64	1,315.64	0.00
5010300 - Dispatchers' Salaries & Wages	0.00	13,962.22	7,549.13	0.00
Total Salary and Wages	0.00	62,290.09	33,780.54	0.00

Transportation Authority of Calhoun County
Statement of Revenues, Expenses, and changes in Net Position
As of May 31, 2026

	Current Month 05/31/2026	Current FYTD 05/31/2026	Prior Month 04/30/2026	Prior FYTD 09/30/2025
Total Payroll and Related Expense	0.00	67,055.27	36,364.76	0.00
Utilities and Facilities				
Rent				
5120003 - Operating Leases and Rental - Other	0.00	12,436.20	6,218.10	275.00
5125001 - Lease/Rental Agreements > 12 months	4,233.00	39,636.00	0.00	0.00
Total Rent	4,233.00	52,072.20	6,218.10	275.00
Utilities				
5050001 - Utilities - Electricity	93.25	867.31	246.71	0.00
5050002 - Utilities - Gas	276.45	688.92	120.68	0.00
5050004 - Utilities - Telephone	572.08	572.08	0.00	0.00
Total Utilities	941.78	2,128.31	367.39	0.00
Total Utilities and Facilities	5,174.78	54,200.51	6,585.49	275.00
Operating and Maintenance Expenses				
Miscellaneous Expense				
5099900 - Other Misc. Expense	0.00	0.00	0.00	764.71
Total Miscellaneous Expense	0.00	0.00	0.00	764.71
Professional Services				
5039901 - Accounting Services	0.00	93,550.00	962.00	63,022.50
5039902 - Legal Services	10,269.50	76,795.40	21,562.80	132,195.15
5039903 - IT Services	4,995.76	11,812.83	1,904.68	0.00
5039904 - All Other Professional and Technical Services	5,367.86	136,480.86	14,345.97	179,515.83
Total Professional Services	20,633.12	318,639.09	38,775.45	374,733.48
Total Operating and Maintenance Expenses	20,633.12	318,639.09	38,775.45	375,498.19
Taxes and Insurance				
Insurance				
5060301 - Liability Insurance	0.00	197,682.00	0.00	1,726.75
Total Insurance	0.00	197,682.00	0.00	1,726.75
Total Taxes and Insurance	0.00	197,682.00	0.00	1,726.75
Total Operating Expenses	25,807.90	659,141.07	81,725.70	380,752.22
Other Revenue (Expense)				
Other Revenue				
Interest Revenue				
4140000 - Interest	33,832.76	188,927.06	31,999.29	132,604.61
Total Interest Revenue	33,832.76	188,927.06	31,999.29	132,604.61
Total Other Revenue	33,832.76	188,927.06	31,999.29	132,604.61
Other Expense				
Other Expenses				
5040100 - Fuel & Lubricants	0.00	(7,335.89)	(4,171.12)	0.00
5049901 - Other Materials & Supplies - Repair Parts	0.00	(210.28)	(210.28)	0.00
5049903 - Other Materials & Supplies - Building Maintenance	0.00	(83.96)	(83.96)	0.00
5049904 - Other Materials & Supplies - Equipment Maintenance	0.00	(5,059.42)	(4,744.00)	0.00
5049905 - Other Materials & Supplies - Office	0.00	(108.55)	(15.81)	0.00
5049906 - Other Materials & Supplies - Computer and Equipment	0.00	(11,701.26)	(11,701.26)	0.00
5500400 - Other Ineligible State Contracts	(30,822.28)	(60,507.52)	(29,685.24)	0.00

Transportation Authority of Calhoun County
Statement of Revenues, Expenses, and changes in Net Position
As of May 31, 2026

	Current Month 05/31/2026	Current FYTD 05/31/2026	Prior Month 04/30/2026	Prior FYTD 09/30/2025
5500900 - Ineligible Perecent of Association Dues	0.00	(1,205.17)	0.00	0.00
Total Other Expenses	(30,822.28)	(86,212.05)	(50,611.67)	0.00
Total Other Expense	(30,822.28)	(86,212.05)	(50,611.67)	0.00
Total Other Revenue (Expense)	3,010.48	102,715.01	(18,612.38)	132,604.61
Change in Net Position	**$ 706,389.92**	**$ 6,552,590.52**	**$ 322,819.77**	**$ 4,533,041.11**

Transportation Authority of Calhoun County
Board AP Bill Approval Report

Vendor Name	Bill Number	Description	Bill Date	GL Date	Amount
Battle Creek IT LLC	INV-2026-1045	IT Services / Computer set-up - May 2026	06/02/2026	06/02/2026	1,822.22
City of Marshall - FiberNet	6/1/26-6/30/26	Acct. #4683 - TACC Office in Marshall	06/01/2026	06/01/2026	99.00
City of Marshall - FiberNet	5/21/26-5/31/26	Acct# 4683 - TACC Office in Marshall	06/01/2026	06/01/2026	79.70
Kalamazoo X-Ray Sales/Data Guardian	1104719	Delivery Fee - Shred Container	05/01/2026	05/01/2026	30.00
Maner Costerisan & Ellis, PC	84405	Accounting Services April 2026	05/20/2026	05/20/2026	1,815.50
Michigan Employee Retirement System (MERS)	Service Credit - Segovia	Outstanding Service Credit - Jose Segovia - July/August 2026	06/05/2026	06/05/2026	5,705.00
Miller Johnson	2071118	General Labor Matters - April 2026	05/13/2026	05/13/2026	1,068.75
Miller Johnson	2071119	General Corporate Matters - April 2026	05/13/2026	05/13/2026	9,200.75
Rehmann Robson	RR-CINV-0045072	9/30/25 Audit	06/02/2026	06/02/2026	15,200.00
VanBelkum Companies of Grand Rapids LLC	20084	Project Quote #AD004868 Verkada Access Control Proposal - Existing AC Doors	05/21/2026	05/21/2026	5,337.86
Verizon Wireless	6143865595	Acct# 942867104-00001 Billing Period - 4/18-5/17/26	05/17/2026	05/17/2026	572.08
Sum Total					**40,930.86**

Transportation Authority of Calhoun County
AP Bills Paid Report

Vendor ID	Vendor Name	Bill Number	Description	Date	GL Posting Date	Payment Date	Check Number	Bill Amount	Total Paid
Bright Light Real Estate, LLC									
V000012	Bright Light Real Estate, LLC	402	May Utilities - 25% of Gas/ Electric Bill	06/01/2026	06/01/2026	06/08/2026	10056	385.87	385.87
Sum for 402									
V000012	Bright Light Real Estate, LLC	501	April 25% Gas/Electric Bill	05/01/2026	05/01/2026	05/19/2026	10054	369.70	369.70
Sum for 501									
Sum for Bright Light Real Estate, LLC								**755.57**	**755.57**
Sum Total								**755.57**	**755.57**

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY
BOARD OF DIRECTORS

Resolution 16-2026

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held at Ride Calhoun Administrative Offices, located at 49 South Cass St., Battle Creek, MI 49037, on Wednesday, June 10, 2026, with Board Vice Chair Tom Tarkiewicz presiding, the following action was taken:

Whereas, The Transportation Authority of Calhoun County (TACC), has received a proposed FY 2026 Marketing and Communications Services Scope of Work from King Meida to support public outreach, communications, community engagement, employee recruitment, and related marketing initiatives; and

Whereas, the proposed Scope of Work has a total cost of $272,650 and is consistent with TACC's strategic and operational objectives; and

Whereas, TACC has received a Federal grant supporting these marketing expenses as reflected in the FY 2026 budget;

Now, Therefore, be it resolved, that the Board of Directors of the Transportation Authority of Calhoun County hereby approves the Fy2026 Marketing and Communications services Scope of Work submitted by King Media; and

Be it further resolved, that the Executive Director is authorized to negotiate and execute a final agreement substantially consistent with the approved Scope of Work, subject to legal review and approval as to form; and

Be it further resolved, that the Executive Director is authorized to administer the agreement and take all actions necessary to implement the approved services.

CERTIFICATE

I, Vivian Davis, Secretary of the Transportation Authority of Calhoun County, having custody of the records and proceedings of the Transportation Authority of Calhoun County at the meeting of June 10, 2026, with the original minutes now on file and of record in the office that this resolution is true and correct.

_____ _____

Signature Printed Name

_____ _____

Title Date

KING
1555 Watertower Place, Suite 200
East Lansing, MI 48823
517.333.2048

Transportation Authority of Calhoun County

Scope of Work: Marketing & Communication Services

April 17, 2026

King is proud to partner with the Transportation Authority of Calhoun County (TACC) at this pivotal moment as it unifies into a countywide transit system. We recognize that public transportation is not just about mobility—it's a lifeline connecting residents to employment, education, healthcare, and essential services. This transition presents a powerful opportunity to build a unified brand, increase public trust, and ensure all communities—especially those historically underserved—feel included and engaged.

As we begin this engagement, our focus will be on developing a cohesive marketing, public relations, and community engagement strategy that reflects TACC's mission and vision. Building on the success of last year's campaign, this year introduces an expanded focus on employee recruitment—designed to strengthen workforce pipelines while reinforcing Ride Calhoun's role as a critical economic driver for the region. Together, we will establish a clear, unified brand, foster meaningful community relationships, and position TACC as a trusted and essential resource for all of Calhoun County. In support of this goal, King Media will provide the following services:

Print Brochures.....$10,400

Scope: Creative concepting, design and proofs of three updated rider print brochures focused on RC Max, RC Flex and RC Move. Scope includes copy writing, production hard costs, client revisions, kick off meeting and project management hours.

*Print costs to be quoted in addition amount listed.

Deliverables: Print-ready files of RC Max, RC Flex and RC Move rider guides.

Public Relations.....$21,200

Scope: The public relations strategy will enhance awareness, credibility, and stakeholder trust by leveraging both earned and owned media channels.

Public relations support consisting of press releases, social amplification and community listening sessions with on-site support. Graphic design hours, media relations, client coordination, internal coordination, copy writing, travel time and project management hours.

Deliverables: Listening Sessions: Two community-based sessions to gather feedback and strengthen relationships with stakeholders, Press Releases: Four professionally written and distributed press releases to

announce milestones, events, and key updates, Social Media Amplification: Strategic promotion of press coverage across TACC's owned channels to increase visibility and engagement.

Website.....$14,100

Scope: This phase encompasses website support including graphic design, project management, copywriting, and ongoing website maintenance hours. ADA compliance screening, site hosting, plugins and domain hard costs.

Media Campaign.....$110,900

Scope: This phase encompasses full campaign deployment doubled in length from FY25 (40-weeks) and ongoing optimization across digital, social, streaming, and traditional channels. Our team will continuously monitor performance, implement real-time adjustments, and optimize targeting to maximize reach and engagement. Regular reporting and analytics will provide clear visibility into results and ensure strategies are driving measurable outcomes.

Deliverables: Monthly performance dashboards and insights, Real-time campaign optimizations based on KPIs, Strategic adjustments informed by analytics and audience behavior, Comprehensive reports with metrics on engagement, ridership impact, and community sentiment, Ongoing client meetings to review performance and align on next steps.

Asset Production: Recruitment Campaign.....$44,800

Scope: Asset production of campaign visuals including SEM and CTV units, social units, full set of digital display, and streaming audio units. Production hard costs included. Project management internal planning hours included. One full day shoot at Ride Calhoun with up to three (3) locations for employee recruitment campaign. Includes client coordination, travel time, project management, consulting meetings, planning, video editing and on-site management by King Media staff.

Deliverables: Two (2) :30, :15 and :10 spots purposed for Google SEM Performance Max and Connected TV. One (1) full set of digital display ads. Two {2) social cut downs. Two (2) streaming audio spots (:15 and :30)

Recruitment Media Campaign.....$44,850

Scope: This phase includes the development and execution of an 20-week, digitally focused employee recruitment campaign designed to drive awareness, consideration, and application intent among qualified candidates. The campaign will leverage a strategic mix of paid social, streaming audio, digital display, connected TV, and search to reach both active and passive job seekers across key markets.

Our team will manage full campaign deployment, including audience targeting, platform setup, and ongoing optimization. Performance will be continuously monitored, with real-time adjustments made to creative, targeting, and budget allocation to maximize reach, engagement, and conversions. A long-form brand anthem video will serve as a central creative asset, reinforcing employer brand, culture, and value proposition across channels.

Deliverables: Monthly performance dashboards and insights, Real-time campaign optimizations based on KPIs, Strategic adjustments informed by analytics and audience behavior, comprehensive reports with metrics on engagement, and employee recruitment impact.

Retainer Services.....$8,000

Scope: This retainer provides a flexible block of 40 hours to be utilized across a variety of marketing and communications needs as they arise. This allocation allows for agile support beyond defined project scopes, ensuring timely execution and strategic alignment.

Services may include, but are not limited to: copywriting, graphic design, social media support, website updates, campaign consultation, stakeholder communications, internal and external messaging, and general strategic advisement.

Deliverables: Ongoing access to King Media team support, flexible execution across priority initiatives, and monthly tracking of hours utilized with visibility into remaining balance.

Annual Report.....$18,400

Design and produce TACC's Annual Report as a visually engaging and informative piece that highlights achievements, impact metrics, and future goals. This includes full copywriting, content editing, and graphic design to create a cohesive and compelling narrative for a max total of 92 hours. Deliverables will include both a print-ready version and an optimized electronic file for digital distribution.

Deliverables: Content strategy and messaging framework for Annual Report, Drafting and editing of copy for all report sections, professional graphic design aligned with TACC's branding, Print-ready file formatted to industry specifications, digital-friendly electronic file for web and email distribution.

Total Project Cost: $272,650

This covers time devoted to the tasks described above. Hard costs, including stock photo/video purchases and printing, are not included unless otherwise specified. Additional requests beyond this scope of work will be billed at our standard agency rate of $200 per hour.

I. Terms of Contract

This agreement is for provision of professional services to Transportation Authority of Calhoun County, located at 506 Forest Court Marshall, MI 49068, herein referred to as Client, by King Media, located at 1555 Watertower Place, East Lansing, MI 48823, herein referred to as Agency.

The Client's signature authorizes the commencement of this contract with the Agency for the above stated services. All materials and information presented to the Client are considered the intellectual property of the Agency.

II. General Billing Procedures

These prices are exclusive to the Client.

Installments must be paid in advance, prior to commencement of work. Payment for all services is required for release of the final work product. Agency will suspend services until payment in full is received.

Payment Intervals to include:

Any necessary travel costs, including gas mileage, food and lodging will be billed separately. Stock photo/video purchases and other hard costs will also be billed separately.

Any additional tasks beyond the scope of work will be reconciled at the standard agency rate of $200 per hour before final files are released. Payment is due upon receipt. Additional services requested or required must be paid for in full at time of authorization. Agency reserves the right to terminate this contract at any time, for any reason, without any prior knowledge, and will do so in writing by electronic mail and/or postal letter to the Client.

Agency invoices are due upon receipt, and prompt payment is expected to keep projects within established timeframes and budgets. Any invoice not paid within thirty (30) days shall be subject to a 15% per month service charge effective as of the invoice date. In the event it is necessary to commence collection proceedings, Client shall pay all collection costs incurred, including reasonable attorney's fees, the fees of collection agencies and other expenses incurred in enforcing any of the terms or conditions thereof.

Agency reserves the right to suspend or terminate projects until full payment is received.

The Agency shall use its best efforts to guard against any loss to the Client through failure of media or suppliers to properly execute their commitments, but the Agency shall have no responsibility for any failure on their part.

III. Confidentiality

The Agency shall not, without the Client's express written permission, reveal or otherwise make available to any person or persons any confidential, privileged information, or trade secrets regarding the Client's products, business, customers or methods of operation learned by the Agency during the term of this contract.

Notwithstanding the foregoing, Agency retains the right to perform the same or similar type of services for third parties during and after the term of this Agreement.

IV. Indemnification

A. The Agency agrees to exercise its best judgment in the preparation and placement of all advertising and publicity for the Client, with a view to avoiding any claims, proceedings or suits being made or instituted against the Client or Agency. It is mutually agreed, however, that the Client will indemnify the Agency against any loss it may incur as a result of any claims, proceedings or suits made or brought against it based upon any advertising or publicity the Agency prepared for the Client, and which was approved by the Client prior to publication or broadcast.

B. The Client will also indemnify the Agency against any loss it may sustain as a result of a claim, proceeding or suit made or brought against it based upon any advertising element (i.e., photographs, artwork, etc.) furnished by the Client, and which allegedly violates the personal or property rights of any person or persons if Client approved in writing the use of said element before its publication or broadcast. Indemnification under this provision shall survive termination of this agreement.

C. The Agency shall not be held liable for the failure of media or suppliers to meet their obligations.

D. The Agency shall not be liable for delay, omission or error in any advertisement in the absence of willful fault or neglect, and any delay in Client providing materials shall automatically delay any deadlines by a time period.

E. Nothing in this agreement shall be deemed to require the Agency to undertake any campaign or prepare any advertising or publicity which is in the Agency's judgment misleading, libelous, unlawful, indecent or otherwise prejudicial to the Agency or to the Client's interest.

F. The Agency shall hold, for a period not to exceed one (1) year, original production vehicles of all Client materials; the Agency shall not be responsible for the destruction of the same through fire, theft or natural disaster.

V. Governing Law/Jurisdiction

This agreement, in its validity, construction and performance, shall be governed in all respects by the laws of the State of Michigan; both parties agree to hereby submit to the jurisdiction of the state and federal courts and to seek remedy by court-sanctioned arbitration before resorting to tort action.

VI. Rights of Usage

The strategic plan, media strategy, tactical strategy and negotiated rates remain confidential and are the intellectual property of the Agency.

The Agency shall own any layouts, copy, artwork, drawings, films, video files, photography, and other materials prepared by or purchased by the Agency for the Client and for which the Client has paid, regardless of whether such materials were published, displayed, or otherwise presented during the course of this contract. The Agency shall also own any video, photo, or other such item for which the Agency has only paid a fee for the "rights of use." Any unused or rejected marketing, public relations, advertising or other graphic design programs, plans, designs, and ideas prepared by the Agency will remain the property of the Agency, and shall be used as it sees fit, provided it does not involve the release of any confidential information regarding the Client's business or methods of operation.

VII. Modification

This writing contains the entire agreement of the parties. No representations were made or relied on by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by an executive officer of both parties. No modification of either party which would have the effects of modifying the obligations of the other party (except as to lessen the same) shall be effective unless a memorandum regarding same is executed by an executive officer of both parties.

Approval

Agreement by both parties to confirm acceptance of the requirements, costs and schedule:

_____ _____

Mallory Avis
Executive Director
Transportation Authority of Calhoun County

Date

_____ _____

Coleen King
President & Founder
King Media

Date

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY
BOARD OF DIRECTORS

Resolution 17-2026

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held at Ride Calhoun Administrative Offices, located at 49 South Cass St., Battle Creek, MI 49037, on Wednesday, June 10, 2026, with Board Vice Chair Tom Tarkiewicz presiding, the following action was taken:

Whereas, The Transportation Authority of Calhoun County (TACC), is subject to the requirements of the Michigan Freedom of Information Act, Public Act 442 of 1976, as amended; and

Whereas, the Board of Directors has reviewed a revised FOIA Policy and determined that its adoption will promote transparency, consistency, and compliance with applicable law; and

Now, Therefore, be it resolved, that the Board of Directors of the Transportation Authority of Calhoun County hereby adopts the revised Freedom of Information Act (FOIA) Policy effective immediately upon approval;

Be it further resolved, that, Mallory Avis, Executive Director is hereby designated as the FOIA Coordinator for the Transportation Authority of Calhoun County and is authorized to administer and implement the Authority's FOIA Policy, including the receipt, processing, and response to FOIA requests in accordance with applicable law;

Be it further resolved, that the Executive Director is authorized to make non-substantive administrative updates to forms, fee schedules, procedures, and related documents as necessary to maintain compliance with the Michigan Freedom of Information Act.

CERTIFICATE

I, Vivian Davis, Secretary of the Transportation Authority of Calhoun County, having custody of the records and proceedings of the Transportation Authority of Calhoun County at the meeting of June 10, 2026, with the original minutes now on file and of record in the office that this resolution is true and correct.

_____ _____

Signature Printed Name

_____ _____

Title Date

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY
Michigan Freedom of Information Act Procedures and Guidelines

The Michigan Freedom of Information Act (FOIA), MCL 15.231-15.246, provides for public access to certain public records, permits the charging of prescribed fees and deposits, and provides remedies and penalties for non-compliance. A person has a right to inspect, copy, or receive copies of certain requested public records. Some public records are permitted or required not to be disclosed. The Authority is a public body that must comply with the FOIA. For the purposes of these Procedures and Guidelines, terms have the same meaning as defined in the FOIA. A complete copy of the FOIA is available on the Michigan Legislature's website at www.legislature.mi.gov.

These Procedures and Guidelines (which include a Public Summary and an Itemized Fee Form) are available on the Authority's website at ridecalhoun.org. This link or a physical copy of these Procedures and Guidelines will be included in each of the Authority's FOIA responses. Paper copies of these Procedures and Guidelines are available upon request by a visitor at 339 West Michigan Avenue, Battle Creek, MI 49037.

I. PUBLIC SUMMARY

A. How to Submit Written Requests

A written request to inspect, copy, or review a public record should be submitted to the Authority's FOIA Coordinator.

FOIA requests can be sent via U.S. Mail to:

Transportation Authority of Calhoun County
339 W. Michigan Ave
Battle Creek, MI 49037

- FOIA requests sent via email should be sent to: info@ridecalhoun.org
- FOIA requests sent via fax should be faxed to: 269-966-3652
- FOIA requests can be made via the Authority website at ridecalhoun.org

A request from a person, other than an individual who qualifies as indigent under section 4(2)(a) of MCL 15.234, must include the requesting person's complete name, address, and contact information, and, if the request is made by a person other than an individual, the complete name, address, and contact information of the person's agent who is an individual. An address must be written in compliance with United States Postal Service addressing standards. Contact information must include a valid telephone number or electronic mail address. Indigent individuals are not required to provide name, address, and contact information.

A request must describe the public record in sufficient detail to enable the Authority to find the requested record. A sample Request Form is appended to these Procedures and Guidelines as **Attachment A**.

A person may subscribe to future issuances of public records created, issued, or disseminated by the Authority *on a regular basis,* such as notices of Board meetings. A subscription is valid for up to 6 months and may be renewed by the subscriber.

In lieu of paper copies, the requestor may stipulate that the Authority provide nonexempt public records on non-paper physical media, electronically mailed, or otherwise electronically provided. The Authority is not required to produce nonexempt public records on non-paper physical media if the Authority lacks the technological capability necessary to provide the requested records on the particular non-paper physical media stipulated in the particular instance. The Authority is not required to use non-paper physical media *provided by the requestor* and, to safeguard the Authority's information technology infrastructure, shall not do so. Computer software is not a public record.

A person may request a certified copy of a public record.

B. Explanation of Written Responses

The Authority will respond to a written request under the FOIA within 5 business days (excluding weekends and legal holidays) after the Authority receives the written request, unless otherwise agreed to in writing by the requestor. The FOIA defines the date of receipt by the Authority differently depending upon how the request was delivered to the Authority (e.g., hand-delivery, regular mail, e-mail, facsimile).

The Authority will respond to a request by doing one of the following: (a) granting the request; (b) issuing a written notice denying the request; (c) granting the request in part and issuing a written notice denying the request in part; or (d) issuing a notice extending for not more than 10 business days the period during which the Authority will respond to the request. The Authority shall not issue more than 1 notice of extension for a particular request.

If a requestor asks for information that is available on the Authority's website, the Authority will notify the requestor in its response where the records may be found on its website. Paper copies of public records available on the Authority's website will be made available upon request, but a fee may be charged as explained in Section II and on the detailed fee itemization form.

The Authority will provide reasonable facilities for a requestor to inspect nonexempt public records. The facilities will be available during the Authority's normal business hours. The FOIA Coordinator will establish rules regulating the manner in which records may be inspected to protect the Authority's records from loss, alteration, mutilation, or destruction, or to prevent undue interference with the Authority's normal operations.

If a request is denied in whole or in part, the Authority will include in the written notice of denial an explanation of the basis for the denial and, if applicable, a certificate that the public record does not exist under the name given by the requestor or by another name reasonably known to the Authority. A sample Certificate of Non-Existence of Public Record is appended as **Attachment B**. If a public record or information is separated and exempt from disclosure (redacted), the Authority will describe generally the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.

C. Deposit Requirements

Where the Authority estimates that the fee authorized under the FOIA and these FOIA Procedures and Guidelines for responding to a request will exceed Fifty Dollars ($50.00), the Authority may require a good-faith deposit from the requestor before providing the requested records. A good-faith deposit shall not exceed one-half (½) of the total estimated fee and shall include a detailed itemization of estimated fee amounts. The FOIA Coordinator will provide the requestor with a detailed itemization of the allowable fees estimated to be incurred by the Authority to process the request. The Authority will include with its request for good-faith deposit a best efforts estimate of the time frame within which the Authority will provide the requested public records. The timeframe estimate is not binding on the Authority but will be made in good faith and the Authority will strive to be reasonably accurate.

If a deposit that is required under subsection (8) or (11) of MCL 15.234 is not received by the Authority body within 45 days from receipt by the requesting person of the notice that a deposit is required, and if the requesting person has not filed an appeal of the deposit amount pursuant to section 10a, the request shall be considered "Abandoned" by the requesting person and the Authority is no longer required to fulfill the request. Notice of a deposit requirement is considered received 3 days after it is sent, regardless of the means of transmission. Notice of a deposit requirement under subsection (8) or (11) must include notice of the date by which the deposit must be received, which date is 48 days after the date the notice is sent.

If a requestor previously requested public records from the Authority, and if the Authority made the requested public records available on a timely basis but was not paid in full the total estimated fee for that previous request, the Authority may, to the extent permitted by the FOIA, require a deposit of up to 100% of the estimated fee for the subsequent request(s).

D. Fee Calculations

The FOIA permits the Authority to charge six fee components: (a) labor costs of searching for, locating, and examining public records; (b) labor costs of separating or deleting (redacting) exempt information from non-exempt information; (c) labor costs to duplicate or publish requested public records; (d) actual costs of paper copies (not to exceed 10 cents per sheet for standard 8-1/2 by 11 or 8-1/2 by 14 sheets of paper); (e) actual costs of non-paper physical media (e.g., flash drive, CD) if requested and if the Authority has the technological capability to comply; and (f) actual costs of postal delivery. For more detailed information about the Authority's fee calculations, including fee reductions for untimely responses, see Section II. D of the Procedures and Guidelines and **Attachment C,** Detailed Itemization of Fee Amounts Form. The FOIA Coordinator will require that payment be made in full for the allowable fees before the requested records are made available.

1. **Fee Waivers.** A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the Authority determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public records can be considered as primarily benefiting the general public.

2. **Discounts**. Under the following circumstances, a public record search shall be made by the Authority and a copy of a non-exempt public record shall be furnished without charge for the first $20.00 of the fee:

    a. If an individual who is entitled to information under the FOIA:

        - submits an affidavit stating that the individual is receiving specific public assistance or is unable to pay the fee because of indigence and stating that the individual is not making the request in conjunction with outside parties in exchange for payment or other remuneration; and

        - that individual has not previously received discounted copies of public records from the Authority twice during the same calendar year.

    b. If a nonprofit corporation formally designated by the State of Michigan to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-319, or their successors, submits a request that meets all of the following requirements:

        - Is made directly on behalf of the organization or its clients;

        - Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931; and

        - Is accompanied by documentation of its designation by the state, if requested by the Authority.

E. Avenues for Challenge and Appeal

1. **Challenge to Record Denial.** If the Authority fails to respond to a FOIA request or makes a final determination to deny all or a portion of a request, the requesting person may submit an appeal to the Authority Board or may commence an action in the circuit court for the county in which the public record or the Authority's office is located. See Section II. E of these FOIA Procedures and Guidelines for a more detailed explanation of the procedures and timelines for appealing a record denial.

2. **Challenge to Fee.** If the Authority requires a fee that requestor believes exceeds the amount permitted under the FOIA or the Authority's publicly available procedures and guidelines, the requesting person may commence an action in the circuit court for the county in which the public record or the Authority's office is located. See Section II. E of these FOIA Procedures and Guidelines for a more detailed explanation of the procedures and timelines for a fee appeal.

II. PROCEDURES & GUIDELINES A. Requests

1. All "persons," except those persons incarcerated in state or local correctional facilities, are entitled to submit a FOIA request to the Authority. A "person" is defined for purposes of the FOIA to mean "an individual, corporation, limited liability company,

partnership, firm, organization, association, governmental entity, or other legal entity."

2. A FOIA request is a *written* request to inspect, copy, or receive copies of a public record. A request must describe the public record in sufficient detail to enable the Authority to find the requested record. The Authority suggests that requestors use the sample Request Form appended as **Attachment A**.

3. FOIA requests must be in writing. If, however, a person makes an oral request for information that is available on the Authority's website, and if the employee to whom the request is directed knows that the information is available on the Authority's website, that employee must inform the requesting person that the information is available on the Authority's website.

4. The Authority's FOIA Coordinator is responsible to process requests to inspect, copy, or receive copies of public records. FOIA requests should be sent to the Authority's FOIA Coordinator.

   FOIA requests can be sent via U.S. Mail to:

   Transportation Authority of Calhoun County
   339 W. Michigan Avenue
   Battle Creek, MI 49037

   - FOIA requests sent via email should be sent to: info@ridecalhoun.org
   - FOIA requests sent via fax should be faxed to: 269-966-3652
   - FOIA requests can be made via the Authority website at ridecalhoun.org

   A request from a person, other than an individual who qualifies as indigent under section 4(2)(a) of MCL 15.234, must include the requesting person's complete name, address, and contact information, and, if the request is made by a person other than an individual, the complete name, address, and contact information of the person's agent who is an individual. An address must be written in compliance with United States Postal Service addressing standards. Contact information must include a valid telephone number or electronic mail address. Indigent individuals are not required to provide name, address, and contact information.

   If an employee of the Authority receives a written request to inspect, copy, or receive copies of a public record, the employee should promptly forward the request to the Authority's FOIA Coordinator. A requestor is not required to use the Authority's sample Request Form, or to include the word "FOIA" in the request. Therefore, all written requests to inspect, copy, or receive copies of records should be promptly forwarded to the FOIA Coordinator for review.

5. The FOIA Coordinator shall keep a copy of all written requests for public records received by the Authority on file for a period of at least one year.

6. A person may subscribe to future issuances of public records created, issued or disseminated *on a regular basis*, such as notices or agendas of Council meetings. In all

other respects, if the requested public record does not exist as of the date requested, the Authority has no obligation under the FOIA to create the requested record or to provide a copy if created at a later date. A subscription is valid for up to 6 months and may be renewed by the subscriber.

7. The FOIA Coordinator shall, upon written request, furnish a certified copy of a public record to the requestor.

B. Responses.

1. Unless otherwise agreed to in writing by the person making the request, the Authority must respond to a written request under the FOIA within 5 business days (excluding weekends and legal holidays) after the Authority receives the request by doing one of the following:

   a. Grant the request;

   b. Send a written notice denying the request;

   c. Grant the request in part and issuing a written notice denying the request in part; or

   d. Issuing a notice extending for not more than 10 business days the period during which the Authority will respond to the request. The Authority shall not issue more than 1 notice of extension for a particular request.

2. If a request is denied in whole or in part, the Authority must include in the written notice of denial an explanation of the basis for the denial and, if applicable, a certificate that the public record does not exist under the name given by the requestor or by another name reasonably known to the Authority. A sample Certificate of Non-Existence of Public Record is appended as **Attachment B**.

   a. Exemptions to disclosure are set forth in Section 13 of the FOIA, MCL15.243, which is available on the Michigan Legislature's website at www.legislature.mi.gov.

   b. If a public record or information is separated and exempt from disclosure (redacted), the Authority will describe generally the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.

3. The date for responding to a FOIA request depends upon the manner in which the request was delivered. A request sent by mail or delivered by hand is received for purposes of the FOIA on the day it arrives at the Authority. A request sent by e-mail, fax, or other electronic means is received for purposes of the FOIA 1 business day after the date on which it was electronically transmitted. If a request is sent by email and is diverted to the Authority spam or junk mail folder, the request is not received until 1 day after the date it is discovered in the spam or junk mail folder. The FOIA Coordinator shall include in the Authority's records both the time that a written request was delivered to its spam or junk-mail folder and the time that the Authority first became aware of that request. The Authority shall review the FOIA Coordinator's spam or junk mail folder at least once every 30 days.

4. If a request is fully granted, the Authority will provide copies of, or an opportunity to inspect, all the public records that were requested, upon payment of the appropriate fee (if any). No pages will be left out, and nothing will be redacted.

5. The Authority will provide reasonable facilities for a requestor to inspect nonexempt public records. The facilities will be available during the Authority's normal business hours. The FOIA Coordinator will establish rules regulating the manner in which records may be inspected to protect the Authority's records from loss, alteration, mutilation, or destruction, or to prevent undue interference with the Authority's normal operations.

6. The FOIA identifies numerous specific exemptions to disclosure. If a request includes information that is exempt from disclosure, the Authority will provide a written response and list the reason(s) why the record(s) or portions of records will not be disclosed. The Authority will include a link to, or a copy of, these Written Procedures and Guidelines (including the Public Summary and Attachments) with each denial.

7. If a request is partially denied, it means that some records or parts of records will be disclosed, but some records or parts of records will not be disclosed. The Authority will provide copies of, or an opportunity to inspect, the nonexempt records, but exempt information (which may consist of entire documents, pages, or information on a page) may be withheld or redacted. The Authority will include in the written notice of denial-in-part an explanation of the basis for the denial-in-part and, if applicable, a certificate that one or more of the public records does not exist under the name given by the requestor or by another name reasonably known to the Authority. The Authority will include a link to, or copy of, these Written Procedures and Guidelines (including the Public Summary and Attachments) with each denial.

8. The FOIA does not require the Authority to create any records, or to make compilations, summaries, or reports of existing records. If a request seeks records that do not exist, the Authority will certify that no records responsive to the request exist under the name or description provided in the request or another name known to the Authority. (See sample Certificate of Non-Existence of Public Record appended as **Attachment B**).

9. If a request asks for information that is available on the Authority's website, the Authority will notify the requestor in its response where the records may be found. If a requestor seeks paper copies of information available on the website, the Authority may charge the fees noted below and on the detailed fee itemization form, except that there will be no charge for separating exempt from nonexempt material.

10. In lieu of paper copies, the requestor may stipulate that the Authority provide non-exempt public records on non-paper physical media, by electronic mail, or other electronic means. The Authority is not required to produce non-exempt public records on non-paper physical media if the Authority lacks the technological capability necessary to provide the requested records on the particular non-paper physical media stipulated in the particular instance. The Authority is not required to use non-paper physical media *provided by the requestor* and, to safeguard the Authority's information technology infrastructure, shall not do so.

C. Deposit Requirements

1. Where the Authority estimates that the fee authorized under the FOIA and these FOIA Procedures and Guidelines for responding to a request will exceed Fifty Dollars ($50.00), the Authority may require a good-faith deposit from the requestor before providing the requested records. A good-faith deposit shall not exceed one-half (½) of the total estimated fee and shall include a detailed itemization of estimated fee amounts. The FOIA Coordinator shall provide the requestor with a detailed itemization of allowable fees estimated to be incurred by the Authority to process the request. The Authority shall include with its request for good-faith deposit a best efforts estimate of the time frame within which the Authority will provide the requested public records. The timeframe estimate is not binding on the Authority, but the estimate will be made in good faith and the Authority will strive to be reasonably accurate.

2. If a deposit that is required under subsection (8) or (11) of MCL 15.234 is not received by the Authority within 45 days from receipt by the requesting person of the notice that a deposit is required, and if the requesting person has not filed an appeal of the deposit amount pursuant to section 10a, the request shall be considered "Abandoned" by the requesting person and the Authority is no longer required to fulfill the request. Notice of a deposit requirement is considered received 3 days after it is sent, regardless of the means of transmission. Notice of a deposit requirement under subsection (8) or (11) must include notice of the date by which the deposit must be received, which date is 48 days after the date the notice is sent.

3. If a requestor previously requested public records from the Authority, and if the Authority made the requested public records available on a timely basis but was not paid in full the total estimated fee for that previous request, the Authority may, to the extent permitted by the FOIA, require a deposit of up to 100% of the estimated fee for the subsequent request(s).

D. Fees

1. A fee shall not be charged for the cost to search, examine, review, and delete/separate/redact exempt from non-exempt information unless failure to charge a fee would result in unreasonably high costs to the Authority. In determining whether such costs are "unreasonably high," the Authority will consider, on a case-by-case basis, the estimated costs given the volume and complexity of the request relative to the usual or typical costs incurred by the Authority in responding to FOIA requests.

2. Fees are calculated using the detailed fee itemization form appended to these Guidelines and Procedures as **Attachment C**. The Authority charges the following fees:

    a. *Labor costs incurred for searching for, locating, and examining public records.* Labor costs are calculated in 15-minute increments (rounded down) and will not exceed the hourly rate of the lowest-paid employee capable of searching for, locating, and examining the public records. No overtime will be charged unless requested by the requestor, approved by the Authority, and included on the fee itemization form. The hourly rate of the lowest-paid employee capable of searching for, locating, and examining particular records may vary depending upon the nature of the records

sought and the corresponding qualifications or authorizations required to search for, locate, or examine the requested record. All charges will be noted on the fee itemization form.

b. *Labor costs for separating and deleting exempt information from nonexempt information.* Labor costs are calculated in 15-minute increments (rounded down) and will not exceed the hourly rate of the lowest-paid employee capable of separating and deleting material that is exempt from disclosure from information that is non-exempt from disclosure. No overtime will be charged unless requested by the requestor, approved by the Authority, and included on the fee itemization form. The hourly rate of the lowest-paid employee capable of separating and deleting exempt information from non-exempt information may vary depending upon the nature of the records sought and the corresponding qualifications or authorizations required to separate and redact exempt information from non-exempt information. If the Authority FOIA Coordinator determines on a case-by-case basis that no employee of the Authority is capable of separating and deleting exempt from nonexempt material, the Authority may engage a contracted services provider and charge labor costs. Such labor costs shall be calculated in 15-minute increments (rounded down) and the hourly rate shall not exceed 6 times the state minimum wage. All charges will be noted on the fee itemization form.

c. *Costs for non-paper physical media.* A requestor may stipulate that records be produced on non-paper physical media (e.g., on a flash drive or CD). If the Authority has the technological capabilities to comply with the request for production on non-paper physical media, the Authority may charge the actual and most reasonably economical cost of the requested non-paper physical media and the cost of non-paper physical media shall be included on the fee itemization form.

d. *Actual cost of duplication for paper records.* The Authority will charge the actual cost of duplication (not to exceed 10 cents per sheet) for 8-1/2 by 11inch sheets of paper or 8-1/2 by 14-inch sheets of paper. The actual cost of duplication will be charged for non-standard-sized sheets of paper and may exceed 10 cents per sheet. The Authority shall utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

e. Actual labor costs for duplication or publication. The Authority's charges for duplication or publication will not exceed the hourly rate of the lowest-paid employee capable of duplicating or publishing the records. The hourly rate of the lowest-paid employee capable of duplicating or publishing records may vary depending on the nature of the records sought. Duplication or publication fees are calculated in 15-minute increments (rounded down). All charges will be noted on the fee itemization form.

f. Postal delivery charges. The Authority may charge the costs of the least expensive form of postal delivery. If a requestor asks for expedited mailing, and if the Authority agrees to provide expedited mailing, the actual costs of the expedited mailing may be charged and must be included on the fee itemization form.

g. Fringe benefits. The Authority may add to the labor charges described above the

actual cost of the public employee's fringe benefits, up to 50% of the labor costs. Fringe benefits must be noted on the fee itemization form.

h. Overtime wages. No overtime will be charged unless requested by the requestor, approved by the Authority, and included on the fee itemization form.

3. Each of the fee components described above must be specifically listed on the fee itemization form. A completed copy of the fee itemization form will be included with the response to the request. A copy of the fee itemization form is appended to these Written Procedures and Guidelines as **Attachment C**.

4. **Fee Reductions.** If the FOIA Coordinator does not respond to a written request within the timeframes required by the FOIA, the Authority will reduce the charges for labor costs otherwise permitted under the FOIA and these Procedure and Guidelines by 5% for each day the Authority exceeds the time permitted for a response to the request, up to a maximum 50% reduction, if either of the following applies:

   - The late response was willful and intentional.

   - The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy," or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.

   If a fee reduction is required, the Authority will fully note the fee reduction on the detailed itemization of fees (**Attachment C**).

5. **Payment.** The FOIA Coordinator will require that payment be made in full for the allowable fees before the requested records are made available.

6. **Fee Waivers.** A search for a public record may be conducted, or copies of public records may be furnished, without charge or at a reduced charge if the Authority determines, in its discretion, that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public records can be considered as primarily benefiting the general public.

7. **Discounts**. Under the following circumstances, a public record search shall be made by the Authority and a copy of a non-exempt public record shall be furnished without charge for the first $20.00 of the fee:

   a. If an individual who is entitled to information under the FOIA:

      - submits an affidavit stating that the individual is receiving specific public assistance or is unable to pay the fee because of indigence and stating that the individual is not making the request in conjunction with outside parties in exchange for payment or other remuneration; and

- that individual has not previously received discounted copies of public records from the Authority twice during the same calendar year.

b. If a nonprofit corporation formally designated by the State of Michigan to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-319, or their successors, submits a request that meets all of the following requirements:

- Is made directly on behalf of the organization or its clients;

- Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931; and

- Is accompanied by documentation of its designation by the state, if requested by the Authority.

E. Appeals

A requestor may appeal any denial of records or any fee charged for public records.

1. **Challenge to Record Denial.** If the Authority denies a request for records, the requestor may either:

- Appeal to the Authority Board; or

- Commence an action in the circuit court in Calhoun County within 180 days of the denial.

a. If the requestor appeals to the Authority Board, the appeal must specifically state the word “appeal” and state the reason(s) that the denial should be reversed. The following rules apply to record denial appeals to the governing Board:

i. An appeal is not “received” until the first regularly scheduled Board meeting after the appeal is submitted.

ii. Within 10 business days after receiving the appeal, the Board will do one of the following:

A. Reverse the denial;

B. Issue written notice upholding the denial;

C. Reverse the denial in part and issue written notice upholding the denial, in part; or

D. Issue written notice extending the time for response by not more than10 business days.

iii. If the Authority Board fails to respond in a timely manner to the written appeal or

upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requestor may seek judicial review by commencing a civil action in circuit court.

b. A requestor is not required to submit an appeal to the Authority Board before commencing a civil action in circuit court to challenge a disclosure denial. If a circuit court determines that the requested record is not exempt from disclosure, the court will order the Authority to cease withholding or to produce all or a portion of the public record determined to have been wrongfully withheld. If the court determines that a disclosure denial was arbitrary and capricious, willful and intentional, or made in bad faith, the court will order that the Authority pay a civil fine to the state and punitive damages to the requestor. If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record *prevails* in an action commenced in the circuit court, the court shall also require that the Authority pay the requestor's reasonable attorneys' fees, costs, and disbursements, to the extent required by law and court order. If the requestor or the Authority *prevails in part*, the court may, in its discretion, award the Authority all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.

2. **Challenge to Fee.** If the Authority requires a fee (defined to include a deposit) that requestor believes exceeds the amount permitted under the FOIA or these publicly available Procedures and Guidelines, the requesting person may, within 45 days after receiving notice of the required fee, commence an action in the circuit court for the county in which the public record or the Authority's office is located.

   a. If a court determines that the fee exceeds the amount permitted under the FOIA or these Procedures and Guidelines, the court will reduce the fee to the permissible amount (if any).

   b. If the requesting person prevails in an action commenced under this section by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.

   c. If the court determines that the Authority arbitrarily and capriciously violated FOIA by charging an excessive fee, or acted in bad faith, the court will order that the Authority pay a civil fine to the state and punitive damages to the requestor.

F. Questions

Any questions about these Written Procedures and Guidelines should be directed to the Authority's FOIA Coordinator.

G. Attachments

1. Sample FOIA Request
2. Sample Certificate of Non-Existence of Public Record
3. Standard Form for Detailed Itemization of Fee Amounts

ATTACHMENT A

SAMPLE FOIA REQUEST LETTER
[date]

(name and address)

Re: Freedom of Information Act Request

Dear FOIA Coordinator:

I am writing to request, pursuant to the Michigan Freedom of Information Act, MCL 15.231 *et seq*., *[to inspect] [to copy] [to obtain copies of]* the following public records:

[*INSERT DESCRIPTION OF RECORDS SOUGHT*]

OPTIONAL: Please provide a copy of the requested public records on [*INSERT DESCRIPTION OF DESIRED NON-PAPER PHYSICAL MEDIUM, SUCH AS CD, FLASH DRIVE*].

OPTIONAL: Please waive or reduce the fee to search for or furnish copies of the requested public records on grounds that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public records can be considered as primarily benefiting the general public.

OPTIONAL: Please furnished the requested records without charge for the first $20.00 of the fee because (A) I am receiving public assistance [*INSERT SPECIFIC DESCRIPTION*] or am unable to pay the fee because of indigence; (B) I am not making this request in conjunction with outside parties in exchange for payment or other remuneration; and (C) I have not previously received discounted copies of public records from the [*PUBLIC BODY*] twice during this same calendar year.

OPTIONAL: Please furnished the requested records without charge for the first $20.00 of the fee because (A) this request is made directly on behalf of a nonprofit corporation formally designated by the State of Michigan to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-319, or their successors, or on behalf of its clients; (B) this request is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931; and(C) this request is accompanied by documentation of designation by the state.

OPTIONAL: I am writing to request, pursuant to the Michigan Freedom of Information Act, MCL 15.231 *et seq*. to subscribe for up to six months to the following future issuances of public records created, issued, or disseminated by [PUBLIC BODY] *on a regular basis:* [INSERT SPECIFIC DESCRIPTION].
Please contact me if you have any questions.

Sincerely,
[REQUESTOR NAME]
[REQUESTOR ADDRESS] [REQUESTOR EMAIL] [REQUESTOR PHONE NUMBER]

Attached Transportation Authority of Calhoun County FOIA Request for Public Records form

ATTACHMENT B

SAMPLE CERTIFICATE OF NON-EXISTENCE OF PUBLIC RECORD
[date]

[REQUESTOR'S NAME]
REQUESTOR'S
ADDRESS]

Re: Freedom of Information Act Request Dated _____, 20_____,

Dear Mr./Ms. _____:

The [NAME OF PUBLIC BODY] is in receipt of your letter dated _____, 20_, regarding a request under the Michigan Freedom of Information Act ("FOIA"). Your letter was received on [INSERT STATUTORY RECEIPT DATE]. You requested [INSERT DESCRIPTION OF RECORDS SOUGHT].

I hereby certify, pursuant to Section 5(4)(b) of the FOIA, that your FOIA request is denied because, to the best of my knowledge, information and belief, no public records exist as of [INSERT STATUTORY RECEIPT DATE], under the name(s) set forth in your request as detailed below, nor under another name reasonably known to the Authority. MCL 15.235(4)(b).

RIGHT TO APPEAL DISCLOSURE DENIAL AND RECOVER ATTORNEYS FEES AND COSTS

If a public body makes a final determination to deny all or a portion of a FOIA request, the requesting person may do one of the following at his or her option:

(1) Submit to the "head of the public body" (the Governing Board) a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the disclosure denial; or

(2) Commence an action in the circuit court to compel the public body's disclosure of the public records.

If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under section 10 of the FOIA, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages that kept or maintained the public record as part of its public function.

If the circuit court determines in an action commenced under section 10 of the FOIA that the Authority arbitrarily and capriciously violated the FOIA by refusal or delay in disclosing or providing copies of a public record, or that the Authority willfully and intentionally failed to comply with the FOIA or otherwise acted in bad faith, the court shall award, in addition to any actual or compensatory damages, punitive damages as prescribed in the FOIA to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

A full explanation of your right to seek either appeal or judicial review is set forth in Section 10 of the FOIA, MCL 15.240.

A copy of the Authority's FOIA Procedures and Guidelines is available on the Authority's website at ridecalhoun.org.

By: _____

ATTACHMENT C

FREEDOM OF INFORMATION ACT DETAILED ITEMIZATION OF FEES

Requestor's name and address:	Hand-Delivered U.S. Mail E-mail Fax Other

FEE CALCULATION	AMOUNT
Labor costs* to search, locate, and examine: Hours x $_____(hourly wage) x __% (multiplier for fringe benefits, not to exceed 50% or actual cost of fringe benefits)	$
Labor costs* for review and separation of exempt from non-exempt material: __Hours x $_____(hourly wage) x __% (multiplier for fringe benefits, not to exceed 50% or actual cost of fringe benefits)	$
Labor costs* to duplicate or publish: Hours x $_____(hourly wage) x __% (multiplier for fringe benefits, not to exceed 50% or actual cost of fringe benefits)	$
Duplication and publication: Describe (copying, scanning, etc.) $ _(cost per page) x _____ number of pages	$
Non-paper physical media: Describe (e.g. CD's, DVD's, flash drive, etc.) and list actual costs.	$
Mailing: Describe and list actual costs.	$
Less waiver for indigent persons ($20.00)**	$
Less reduction for untimely response: $ subtotal x 5% reduction per day x days	$
If the total fee is more than $50.00, you will be asked to pay a deposit of one-half of the amount of the total fee. ***The total fee and deposit are estimates****, and your final costs may vary from these amounts.* ***	Deposit: $
Part or all of the documents requested are available online at: If you prefer to have copies of these documents sent to you, please forward payment to the Authority for processing.	$
Balance to be paid: *	$

Make Check/Money Order payable and mail to:	

*Labor costs will be calculated using the lowest paid Authority employee capable of each task.

** You must submit an affidavit of indigence to qualify for this fee waiver.

***PER MCL 15.234(14), if the good-faith deposit is not received by _____(48 days after the notice is sent) the request will be considered "ABANDONED".

****PER MCL 15.234(8), It is estimated to take _____from the receipt of deposit to process the request.

Transportation Authority of Calhoun County
339 W. Michigan Ave
Battle Creek, MI 49037
info@ridecalhoun.org

FOIA Request for Public Records

Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, *et seq*.

Name		Phone
Firm/Organization		Fax
Street		Email
City	State	Zip

Delivery Method: ☐ Will pick up at _____ ☐ Will inspect on site
☐ Mail to address above ☐ Email to address above ☐ Deliver on digital media

Note: *The Authority is not required to provide records in a digital format or on digital media if the Authority does not already have the technological capability to do so.*

Describe the public record(s) as specifically as possible. To ensure you are provided the correct documents, please provide as much detail as possible.

Requestor's Signature	**Date**

STAFF USE ONLY

Date Received_____ **Method Received**_____ **FOIA Number**_____

Records Prepared By_____**Date**_____ ☐**Cost Worksheet attached**

Recommendation on release of records

☐ Release ☐ Partial Denial (reason)_____

☐ Full Denial (reason)_____

FOIA COORDINATOR SIGNATURE _____
Denial Notification Date/Time/Method to Requester: _____

Records sent via: ☐ Email ☐ Facsimile ☐ US Mail ☐ In Person ☐ Unclaimed

Records Located on Website

If the Authority directly or indirectly administers or maintains an official internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any labor charges to redact (separate exempt information from non-exempt information).

If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, the Authority must notify the requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, must include a specific webpage address where the requested information is available. On the detailed cost itemization form, they must separate the requested public records that are available on its website from those that are not available on the website and must inform the requestor of the additional charge to receive copies of the public records that are available on its website.

If the Authority has included the website address for a record in its written response to the requestor and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, the Authority must provide the public records in the specified format (if the requestor has the technological capability) but may use a fringe benefit multiplier greater than the 50%, not to exceed the actual costs of providing the information in the specified format.

Request for Copies/Duplication of Records on Authority Website

I hereby stipulate that, even if some or all of the records are located on a website, I am requesting that the Authority make copies of those records on the website and deliver them to me in the format I have requested above. I understand that some FOIA fees may apply.

Requestor's Signature	Date

Overtime Labor Costs

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

Consent to Overtime Labor Costs

I hereby agree and stipulate to the using overtime wages in calculating the following labor costs as itemized in the following categories:

1. □ Labor to copy/duplicate 2. □Labor to locate 3a. □Labor to redact 3b. □Contract labor to redact
4. □ Labor to copy/duplicate records already on 's website

Requestor's Signature	Date

Request for Discount: Indigence

A public record search must be made and a copy of a public record must be furnished without charge for the first $20.00 of the fee for each request by an individual who is entitled to information under this act and who:

1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR
2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if ANY of the following apply:

1) The individual has previously received discounted copies of public records from the same public body twice during that calendar year,
2) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Office Use: □ Affidavit Received □ Eligible for Discount □ Ineligible for Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request: Requestor's Signature:	Date:

Request for Discount: Nonprofit Organization

A public record search must be made and a copy of a public record must be furnished without charge for the first $20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:

1) Is made directly on behalf of the organization or its clients.
2) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.
3) Is accompanied by documentation of its designation by the state, if requested.

Office Use: ☐Documentation of State Designation Received ☐Eligible for Discount ☐Ineligible for Discount

I stipulate that I am a designated agent for the nonprofit organization making this FOIA request and that this request is made directly on behalf of the organization or its clients and is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931: Requestor's Signature:	Date:

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY
BOARD OF DIRECTORS

Resolution 18-2026

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held at Ride Calhoun Administrative Offices, located at 49 South Cass St., Battle Creek, MI 49037, on Wednesday, June 10, 2026, with Board Vice Chair Tom Tarkiewicz presiding, the following action was taken:

Whereas, The Transportation Authority of Calhoun County (TACC) is committed to development and maintaining public transportation infrastructure that supports safe, reliable, accessible, and efficient transit services throughout Calhoun County; and

Whereas, the Michigan Department of Transportation (MDOT) has established the Infrastructure Projects Authority Fund (IPAF) to support strategic infrastructure investments that strengthen transportation systems, improve mobility, promote economic development, and enhance quality of life for Michigan residents; and

Whereas, the IPAF program provides a significant opportunity for local transportation agencies to leverage state investment in critical infrastructure projects that would otherwise be difficult to advance using local resources alone; and

Whereas, The TACC has identified the following projects as priority infrastructure investments;

1. Multi-modal Transportation Facility
2. Fort Custer/VA Transit Facility and “Night Owl” service
3. On-Demand Vehicle Expansion

And these projects are consistent with TACC’s strategic goals, regional transportation needs, and long-term vision for public transportation within Calhoun County; and

Whereas, successful completion of these projects will improve transit operations, enhance the customer experience, strengthen community connectivity, and support economic growth throughout the region;

Now, Therefore, be it resolved, that the Board of Directors of the Transportation Authority of Calhoun County hereby supports the submission of an application to the Michigan Department of Transportation Infrastructure Projects Authority Fund (IPAF) for the projects identified herein;

Be it further resolved, that the Board affirms its commitment to advancing these projects and acknowledges the public benefits that would result from the receipt of IPAF funding;

Be it further resolved, that the Executive Director is authorized to prepare and submit all necessary application materials, certifications, assurances, and supporting documentation required by MDOT and to take all actions necessary to pursue funding under the IPAF program;

Be it further resolved, that upon award, the Executive Director is authorized to execute grant agreements and administer awarded funds in accordance with applicable state requirements, subject to any additional Board approvals required by law or Authority policy.

CERTIFICATE

I, Vivian Davis, Secretary of the Transportation Authority of Calhoun County, having custody of the records and proceedings of the Transportation Authority of Calhoun County at the meeting of June 10, 2026, with the original minutes now on file and of record in the office that this resolution is true and correct.

_____ _____

Signature Printed Name

_____ _____

Title Date

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY
BOARD OF DIRECTORS

Resolution 19-2026

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held at Ride Calhoun Administrative Offices, located at 49 South Cass St., Battle Creek, MI 49037, on Wednesday, June 10, 2026, with Board Vice Chair Tom Tarkiewicz presiding, the following action was taken:

Whereas, The Transportation Authority of Calhoun County (TACC) is evaluating the acquisition of property located at 339 West Michigan Avenue and 120 South McCamly Street in Battle Creek, Michigan; and

Whereas, Fishbeck has submitted a Professional Services Agreement to conduct two stand-alone Phase 1 Environmental Site Assessments for the subject properties at a total cost of $5,200;

Now, Therefore, be it resolved, that the Board of Directors of the Transportation Authority of Calhoun County hereby approves the Professional Services Agreement with Fishbeck for environmental due diligence services related to the above-referenced properties;

Be it further resolved that the Executive Director is authorized to execute the agreement, subject to legal review and approval as to form, and to take all actions necessary to administer the agreement and complete the authorized services.

CERTIFICATE

I, Vivian Davis, Secretary of the Transportation Authority of Calhoun County, having custody of the records and proceedings of the Transportation Authority of Calhoun County at the meeting of June 10, 2026, with the original minutes now on file and of record in the office that this resolution is true and correct.

_____ _____

Signature Printed Name

_____ _____

Title Date

fishbeck
Engineers | Architects | Scientists | Constructors

750 Trade Centre Way, Suite 200
Kalamazoo, Michigan 49002

269.375.3824 | fishbeck.com

June 5, 2026

Brendan Pizzala
Director of Operations
Transportation Authority of Calhoun County
339 W. Michigan Avenue
Battle Creek, MI 49037

Proposal for Professional Services
Two Stand-Alone Phase I Environmental Site Assessments
339 West Michigan Avenue, Battle Creek, Michigan
120 South McCamly Street, Battle Creek, Michigan
Parcel Nos.: 52-0256-00-050-0 and 52-0390-00-075-1

Fishbeck is pleased to furnish this proposal to provide environmental due diligence services for the above-referenced parcels. It is the understanding of Fishbeck that the Transportation Authority of Calhoun County (TACC) is evaluating the acquisition of two separate parcels. The two parcels are currently occupied by TACC with 339 West Michigan Avenue developed with structures and utilized as a transfer station and the 120 South McCamly Street parcel developed as a parking lot. The following are our proposed scope of services and associated fees.

Scope of Services

Phase I ESA

Fishbeck proposes to prepare a stand-alone Phase I Environmental Site Assessment (ESA) for each of the two parcels. Fishbeck conducts Phase I ESAs in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Standard Practice E 1527-21 and All Appropriate Inquiry (AAI), as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended. The Phase I ESA is performed as part of your environmental due diligence prior to property purchase. The goal of environmental due diligence is to limit potential environmental liability and determine if there are any recognized environmental conditions (RECs) associated with the property. This Phase I ESA does not provide any common non-scope considerations outside the ASTM E 1527 standard practice. The typical non-scope items include asbestos-containing materials, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, Endangered Species Act, indoor air quality, and mold. However, Fishbeck can provide these and other due diligence services upon request.

Fishbeck will complete a Phase I ESA for each of the two sites and provide two reports summarizing the work performed, results, and conclusions. All reports will be subject to a quality control review by a qualified senior-level staff member. Depending upon receipt of Freedom of Information Act reports from relevant state and local agencies (as appropriate), the final reports will be submitted to you electronically as a PDF. Upon request, one printed copy of the reports will be provided. Additional printed copies can be provided for an additional per-copy fee.

Estimated Cost

Fishbeck proposes to conduct each of the defined scope of services on a lump-sum basis.

Service	Fee Structure	Fee
Two stand-alone Phase I ESAs	Lump Sum	Five Thousand Two Hundred Dollars ($5,200)

Assumptions: The Phase I ESAs fee assumes Fishbeck will conduct one site visit/inspection, required representatives will be reasonably accessible and available for interviews, and agency and company files will be provided to Fishbeck as allowed by time and cost constraints. All pertinent and available environmental or geotechnical reports in possession of the client will be supplied to Fishbeck prior to the initial site visit.

During the completion of the assessment, unknown conditions may occasionally arise that require additional effort over and above the defined scope of services in order to comply with applicable regulatory standards. Fishbeck will notify you if a change in the scope of services is required to complete the project. Additional services will not be performed without prior client approval of any amended scope and fee.

Schedule

Service	Completion Time	Comments
Two stand-alone Phase I ESAs	20 business days from authorization to proceed.	Assumes no delays with review of regulatory records.

User Reliance

Environmental reports will be provided for the client's exclusive use. Any use of the report by others, without the written consent of Fishbeck, will be without liability to Fishbeck. Fishbeck will provide reliance letters to third parties on a case-by-case basis for a nominal fee per letter.

Additional Services and Authorization

Fishbeck also offers other due diligence and property development services that you may want to consider. For example, we provide many other services related to site development, including brownfield redevelopment services, property condition assessments, feasibility studies, civil engineering, infrastructure and building design, and construction services. We also invite you to visit our website at www.fishbeck.com to learn more about the full range of services Fishbeck offers.

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed agreement to Shelbey Senkewitz (ssenkewitz@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

Thank you for this opportunity. We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 269.544.6967 or epeterson@fishbeck.com.

Sincerely,



Erik Peterson
Senior Hydrogeologist

Attachments
By email
Copy: Courtney M. Dunaj – Fishbeck

fishbeck
Engineers | Architects | Scientists | Constructors

750 Trade Centre Way, Suite 200
Kalamazoo, Michigan 49002

269.375.3824 | fishbeck.com

Professional Services Agreement

PROJECT NAME:	Two Stand-Alone Phase I Environmental Site Assessments (ESAs)
PROJECT LOCATION:	339 West Michigan Avenue, Battle Creek, MI 49037 120 South McCamly Street, Battle Creek, MI 49017
FISHBECK CONTACT:	Erik Peterson
CLIENT CONTACT:	Brendan Pizzala
CLIENT:	Transportation Authority of Calhoun County 339 W. Michigan Avenue Battle Creek, MI 49037

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Conduct two stand-alone Phase I ESAs for the above-referenced properties, as detailed in Fishbeck's attached letter proposal, dated June 5, 2026.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

☒ Terms and Conditions for Professional Services
☒ Proposal Dated: June 5, 2026
☐ Other:

METHOD OF COMPENSATION:

☒ Lump Sum for Defined Scope of Services
☐ Hourly Billing Rates Plus Reimbursable Expenses with an Administrative Fee of ___%
☐ Other:

Budget for Above Scope of Services: Five Thousand Two Hundred Dollars ($5,200)

ADDITIONAL PROVISIONS (IF ANY): The attached Terms and Conditions for this project are modified as follows: Section 4. REIMBURSABLE EXPENSES is not applicable.

APPROVED FOR:		ACCEPTED FOR:	
Transportation Authority of Calhoun County		Fishbeck	
SIGNATURE:		SIGNATURE:	Roman A. Wilson
NAME:		NAME:	Roman A. Wilson
TITLE:		TITLE:	Vice President
DATE:		DATE:	June 5, 2026

1. METHOD OF AUTHORIZATION. Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. CLIENT RESPONSIBILITIES. Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. HOURLY BILLING RATES. Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. REIMBURSABLE EXPENSES. Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus the administrative fee.
5. OPINIONS OF COST. Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. PROFESSIONAL STANDARDS. The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. TERMINATION. Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. SUBCONTRACTORS. Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. PAYMENT TO FISHBECK. Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

   Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

   If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

   In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. HAZARDOUS WASTE. Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. LIMITATION OF LIABILITY. To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of $250,000 or the amount of the fee earned under this Agreement.

    To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

    Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.
12. DELEGATED DESIGN. Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. INSURANCE. Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

    Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

    Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. INDEMNIFICATION. Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. CONSEQUENTIAL DAMAGES. To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. LEGAL EXPENSES. If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

    Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

    Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

    This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

    This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services